

AGENDA
AFTON TOWN COUNCIL MEETING
AUGUST 12, 2014
4:00 p.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. DEPARTMENT REPORTS
 - a. Afton Police Department
 1. Afton Municipal Court Docket for July, 2014
 2. Calls of Service for July, 2014
 - b. Director of Public Works- Joshua Peavler
 1. Street Lights
 - c. Director of Public Utilities- Larry Lancaster
 1. Afton Utility Board Meeting Minutes for August 11, 2014
 - d. Afton- Lincoln County Airport Board Meeting Minutes for July 23, 2014
 - e. Afton Business Association Report for July, 2014
4. TOWN ADMINISTRATOR REPORT
 - a. Financial Statements for July, 2014
 - b. Consultant Services Policy
 - c. Contract Renewal- Fire Department Commercial Auto Insurance
5. MAYORS REPORT TO COUNCIL
6. TOWN ATTORNEY REPORT
7. EXECUTIVE SESSION
 - a. Property Issues
 - b. Personnel Issues
8. CONSENT AGENDA I
 - 8a. Approve Minutes from the Regular Afton Town Council Meeting held July 8, 2014
 - 8b. Approve Business License and Building Permit Summary for July, 2014

CONSENT AGENDA II

 - 8c. Approve Town of Afton Bills for Period ending July 31, 2014
9. DELEGATIONS (6:00 P.M.)
 - a. Stucco Bids for Afton Town Hall
 - b. Outlaw Saloon- Malt Beverage Permit
 - c. Afton Planning & Zoning
 1. Minor Subdivision Application- Preliminary Plat- Durick Kleeman

10. NEW BUSINESS

- a Ordinance regarding Commercial Building Permit Fees
- b Grant between the Town of Afton and the Wyoming Business Council
- c Work Release Agreement regarding the 2014 Capital Improvement Project
- d Transportation Alternatives Program Agreement between the Wyoming Department of Transportation and the Town of Afton
- e Work Release Agreement regarding the 2014 Safe Routes to School Project
- f Jones Simkins Audit Agreement

11. CONTINUING BUSINESS

- a Ordinance 626- Enterprise Water Codes & the Setting of Water Rates Based Upon Consumption
 - 1 Passed on First Reading- June 10, 2014
 - 2 Passed on Second Reading- July 8, 2014
- b Ordinance 627- Setting of Dog Licensing Fees
 - 1 Passed on First Reading- June 10, 2014
 - 2 Passed on Second Reading- July 8, 2014

12. CORRESPONDENCE

13. ITEMS OF INTEREST FOR COUNCIL INFORMATION

- a Leave Time Report

Scheduled Meetings:

Afton Utility Board Meeting- Monday, August 11, 2014, at 6:00 p.m. at the Afton Town Hall

Afton Planning & Zoning Board Meeting- Tuesday, August 12, 2014, at 5:00 p.m. at the Afton Town Hall

September Town Council Meeting- Tuesday, August 12, 2014, at 4:00 p.m. at the Afton Town Hall

AFTON POLICE DEPARTMENT

416 WASHINGTON
AFTON WYOMING 83110

Print Date : **08/05/2014**

Record Count : **241**

Module : **Calls For Service Query Result**

Query Summary

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14001045		010	07/31/2014	12:24:00	VA CLINIC	AFTON	APD	
14001046		17	07/31/2014	12:57:00	232 N WASHINGTON	AFTON	APD	
14001047		011	07/31/2014	17:10:06	PROBATION AND PAROLE	AFTON	APD	
14001048		012	07/31/2014	17:36:36	STAR VALLEY FAMILY PRACTITIONERS LOT	AFTON	APD	
14001049		011	07/31/2014	18:19:21	GARDNER VILLAGE LOT	AFTON	APD	
14001051	14-000028	24	07/31/2014	22:21:19	MAVERIK LOT	AFTON	APD	
14001052	14-000084	17	07/31/2014	21:50:41	S. V. MEDICAL CENTER	AFTON	APD	
14001053		007	07/31/2014	23:12:01	BALL FIELDS	AFTON	APD	
14001054		007	07/31/2014	23:20:16	VISITORS CENTER	AFTON	APD	
14001055		007	07/31/2014	23:25:39	STAR VIEW PARK	AFTON	APD	
14001056		007	07/31/2014	23:34:51	CANYON VIEW PARK	AFTON	APD	
14001057		013	07/31/2014	23:40:05	RAWHIDE TRAILER PARK	AFTON	APD	
14001043		15	07/30/2014	10:56:00	WASHINGTON	AFTON	APD	
14001044		010	07/30/2014	16:02:00	56 TWIN CLIFFS RD	AFTON	APD	RPT
14001041	14-000080	010	07/29/2014	11:30:06	VACANT LOT BY CARQUEST	AFTON	APD	RPT
14001042		010	07/29/2014	12:10:47	6TH AVE/JACKSON	AFTON	APD	
14001031		007	07/28/2014	06:00:34	89/ BETWEEN 4TH AND 5TH	AFTON	APD	
14001032		003	07/28/2014	08:32:09	NATIONAL GUARD ARMORY	AFTON	APD	
14001033		013	07/28/2014	08:50:27	380 E 2ND AVE	AFTON	APD	
14001034		010	07/28/2014	14:21:23	WEST 3RD	AFTON	APD	
14001035		18	07/28/2014	15:20:55	AFTON TABERNACLE	AFTON	APD	
14001036	14-000079	19	07/28/2014	18:07:29	WASHINGTON & 1ST AVENUE	AFTON	APD	
14001037		007	07/28/2014	23:07:45	CANYON VIEW PARK	AFTON	APD	
14001038		007	07/28/2014	23:12:47	VISITORS CENTER	AFTON	APD	
14001039		007	07/28/2014	23:21:46	BALL FIELDS	AFTON	APD	
14001040		007	07/28/2014	23:39:50	STAR VIEW PARK	AFTON	APD	
14001027		007	07/27/2014	17:31:04	232 E. 2ND	AFTON	APD	
14001028		17	07/27/2014	18:42:08	SWIFT CREEK APT. #1	AFTON	APD	RPT

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14001029	007		07/27/2014	22:19:12	CANYON VIEW PARK	AFTON	APD	
14001030	007		07/27/2014	22:23:40	STAR VIEW PARK	AFTON	APD	
14001011	007		07/26/2014	06:15:59	INFORMATION CENTER	AFTON	APD	
14001012	007		07/26/2014	06:20:49	CANYON VIEW PARK	AFTON	APD	
14001013	007		07/26/2014	06:30:31	STARVIEW PARK	AFTON	APD	
14001014	007		07/26/2014	07:45:14	89 BETWEEN 4TH AND 5TH	AFTON	APD	
14001015	010		07/26/2014	15:00:07	BEHIND HAIR MAGIC	AFTON	APD	
14001021	010		07/26/2014	00:13:07	COLTERS	AFTON	APD	
14001022	17		07/26/2014	20:49:28	AGRI STAR	AFTON	APD	
14001023	007		07/26/2014	21:19:20	VISITORS CENTER	AFTON	APD	
14001024	007		07/26/2014	21:22:57	STAR VIEW PARK	AFTON	APD	
14001025	007		07/26/2014	21:31:57	CANYON VIEW PARK	AFTON	APD	
14001026	007		07/26/2014	18:01:08	WASHINGTON BETWEEN 4TH & 5TH AVENUE	AFTON	APD	
14001003	010		07/25/2014	08:30:57	110 TWIN CLIFFS	AFTON	APD	
14001004	010		07/25/2014	12:30:47	SWIFT CREEK CANYON	AFTON	APD	
14001005	007		07/25/2014	14:00:53	CHAMBER OF COMMERCE	AFTON	APD	
14001006	007		07/25/2014	16:00:46	89/4TH AND 5TH AVENUES	AFTON	APD	
14001007	007		07/25/2014	16:10:20	WASHINGTON BETWEEN 4TH & 5TH	AFTON	APD	
14001008	18		07/25/2014	16:40:32	PEAVLERS GRAVEL PIT	AFTON	APD	
14001010	23		07/25/2014	15:40:23	AFTON	AFTON	APD	
14001016	007		07/25/2014	23:11:24	BALL FIELDS	AFTON	APD	
14001017	007		07/25/2014	23:22:59	CANYON VIEW	AFTON	APD	
14001018	007		07/25/2014	23:32:04	VISITORS CENTER	AFTON	APD	
14001019	007		07/25/2014	23:36:40	STAR VIEW PARK	AFTON	APD	
14001020	011		07/25/2014	23:07:45	AFTON	AFTON	APD	
14000996	013		07/24/2014	19:32:15	83 TWIN CLIFFS	AFTON	APD	RPT
14000997	007		07/24/2014	20:22:48	TOWN HALL	AFTON	APD	
14000998	001		07/24/2014	17:16:46	233 LINCOLN	AFTON	APD	RPT
14000999	007		07/24/2014	23:08:28	BALL FIELDS	AFTON	APD	
14001000	007		07/24/2014	23:15:40	VISITORS CENTER	AFTON	APD	
14001001	007		07/24/2014	23:21:10	CANYON VIEW PARK	AFTON	APD	
14001002	007		07/24/2014	23:32:02	STAR VIEW PARK	AFTON	APD	
14000982	23		07/23/2014	10:15:21	KINGS PARKING LOT	AFTON	APD	

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000983	001		07/23/2014	10:40:57	PIONEER ANGLERS	AFTON	APD	
14000984	15		07/23/2014	10:55:31	HIGHWAY 89	AFTON	APD	
14000985	007		07/23/2014	12:10:59	HIGHWAY 89/PAPWORTH LANE	AFTON	APD	
14000986	007		07/23/2014	12:30:40	564 ADAMS	AFTON	APD	
14000987	011		07/23/2014	12:40:55	HIGHWAY 89	AFTON	APD	UTL
14000988	010		07/23/2014	16:45:00	PRAKING LOT DOCTOR OFFICE	AFTON	APD	
14000990	007		07/23/2014	23:10:00	STAR VIEW	AFTON	APD	
14000991	007		07/23/2014	23:15:00	INFO CENTER	AFTON	APD	
14000992	007		07/23/2014	23:20:00	CANYON VIEW	AFTON	APD	
14000993	007		07/23/2014	23:30:00	BALL FIELDS	AFTON	APD	
14000994	16		07/23/2014	23:35:00	SVMC	AFTON	APD	
14000972	011		07/22/2014	13:03:06	HIGHWAY 89/GRIFFY LANE	AFTON	APD	
14000973	007		07/22/2014	11:50:36	FARMERS INSURANCE	AFTON	APD	
14000974	010		07/22/2014	13:08:13	TWIN CLIFFS AND 89	AFTON	APD	
14000975	009		07/22/2014	13:20:36	50 BURTON LANE #5	AFTON	APD	
14000978	007		07/22/2014	23:10:00	STAR VIEW	AFTON	APD	
14000979	007		07/22/2014	23:15:00	INFO CENTER	AFTON	APD	
14000980	007		07/22/2014	23:20:00	CANYON VIEW	AFTON	APD	
14000981	007		07/22/2014	23:30:00	BALL FIELDS	AFTON	APD	
14000971	24		07/21/2014	23:36:54	BROLIUMS	AFTON	APD	
14000976	011		07/21/2014	15:30:00	PROBATION AND PAROLE	AFTON	APD	
14000977	011		07/21/2014	15:50:00	PROBATION AND PAROLE	AFTON	APD	
14000959	007		07/20/2014	08:10:00	CANYON VIEW	AFTON	APD	
14000960	007		07/20/2014	08:20:00	BALL FIELDS	AFTON	APD	
14000961	007		07/20/2014	08:30:00	STAR VIEW / INFO CENTER	AFTON	APD	
14000965	011		07/20/2014	16:44:57	630 ADAMS	AFTON	APD	
14000966	007		07/20/2014	22:18:29	VISTORS CENTER	AFTON	APD	
14000967	007		07/20/2014	22:22:21	STAR VIEW PARK	AFTON	APD	
14000968	007		07/20/2014	22:30:18	CANYON VIEW	AFTON	APD	
14000969	007		07/20/2014	22:51:20	BALL FIELDS	AFTON	APD	
14000970	009		07/20/2014	14:58:00	630 ADAMS ST	AFTON	APD	RPT
14000995	011		07/20/2014	23:06:31	129 WESTVIEW LANE	AFTON	APD	
14000962	17		07/19/2014	18:22:32	WASHINGTON IN FRONT OF MAVERIK	AFTON	APD	FI

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000963		007	07/19/2014	19:34:07	WASHINGTON	AFTON	APD	GOA
14000964		007	07/19/2014	22:31:41	CANYON VIEW PARK	AFTON	APD	
14000953		007	07/18/2014	09:00:36	CANYON VIEW PARK	AFTON	APD	
14000954		010	07/18/2014	10:55:12	RAWHIDE TR CT #C6	AFTON	APD	
14000955		011	07/18/2014	11:05:46	PROBATION	AFTON	APD	
14000956		007	07/18/2014	23:19:38	CANYON VIEW PARK	AFTON	APD	
14000957		003	07/18/2014	21:05:00	1ST BANK	AFTON	APD	
14000958		010	07/18/2014	18:30:00	83 TWIN CLIFFS	AFTON	APD	
14000941		007	07/17/2014	00:00:00	CANYON VIEW	AFTON	APD	
14000942		007	07/17/2014	00:10:00	BALL FIELDS	AFTON	APD	
14000943		007	07/17/2014	00:20:00	STAR VIEW / INFO CENTER	AFTON	APD	
14000945		011	07/17/2014	06:15:27	KENNINGTON BURTON LANE	AFTON	APD	
14000946		23	07/17/2014	08:45:51	900 S WASHINGTON	AFTON	APD	
14000947		23	07/17/2014	14:00:07	213 YOUNG LANE	AFTON	APD	
14000948	14-000075	15	07/17/2014	17:06:13	AFTON	AFTON	APD	
14000949		007	07/17/2014	22:09:47	BALL FIELDS	AFTON	APD	
14000950		007	07/17/2014	22:30:11	CANYON VIEW	AFTON	APD	
14000951		007	07/17/2014	22:36:10	STAR VIEW PARK	AFTON	APD	
14000952		007	07/17/2014	22:42:18	VISITORS CENTER	AFTON	APD	
14000939	14-000074	011	07/16/2014	16:59:00	716 ADAMS ST	AFTON	APD	
14000940		23	07/16/2014	21:02:00	425 LINCOLN STREET	AFTON	APD	
14000930		007	07/15/2014	05:30:11	BROULIMS	AFTON	APD	
14000931		23	07/15/2014	09:50:40	387 ADAMS	AFTON	APD	
14000932		003	07/15/2014	10:30:53	AFTON	AFTON	APD	
14000933		011	07/15/2014	16:00:00	PROBATION	AFTON	APD	
14000934		007	07/15/2014	23:00:00	CANYON VIEW	AFTON	APD	
14000935		007	07/15/2014	23:10:00	BALL FIELDS	AFTON	APD	
14000936		007	07/15/2014	23:27:46	STAR VIEW / INFO CENTER	AFTON	APD	
14000937		007	07/15/2014	18:00:00	TOWN HALL	AFTON	APD	
14000938		007	07/15/2014	21:00:00	TOWN HALL	AFTON	APD	
14000918		013	07/14/2014	10:50:00	536 ADAMS ST	AFTON	APD	
14000919		012	07/14/2014	12:15:00	BANK OF STAR VALLEY	AFTON	APD	
14000920		23	07/14/2014	12:25:00	464 E 4TH AVE	AFTON	APD	

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000921	23		07/14/2014	13:00:00	324 E 5TH AVE	AFTON	APD	
14000923	013		07/14/2014	18:42:43	536 ADAMS	AFTON	APD	RPT
14000924	012		07/14/2014	22:15:29	WASHINGTON NEAR HUNSAKER AUTOMOTIVE	AFTON	APD	
14000925	007		07/14/2014	22:20:28	BALL FIELDS	AFTON	APD	
14000926	007		07/14/2014	22:26:28	VISITORS CENTER	AFTON	APD	
14000927	007		07/14/2014	22:33:47	STAR VIEW PARK	AFTON	APD	
14000928	007		07/14/2014	22:38:50	CANYON VIEW PARK	AFTON	APD	
14000929	001		07/14/2014	18:39:59	AFTON	AFTON	APD	RPT
14000912	007		07/13/2014	08:30:00	CANYON VIEW	AFTON	APD	
14000913	007		07/13/2014	08:40:00	BALLS FIELDS	AFTON	APD	
14000914	007		07/13/2014	08:50:00	STAR VIEW	AFTON	APD	
14000915	007		07/13/2014	08:55:00	INFO CENTER	AFTON	APD	
14000916	007		07/13/2014	13:09:00	709 N WASHINGTON	AFTON	APD	
14000917	012		07/13/2014	15:09:00	SUBWAY	AFTON	APD	
14000904	007		07/12/2014	06:55:54	INFORMATION CENTER	AFTON	APD	
14000905	007		07/12/2014	06:00:46	CANYON VIEW PARK	AFTON	APD	
14000906	007		07/12/2014	06:15:39	STARVIEW PARK	AFTON	APD	
14000907	010		07/12/2014	17:07:47	CANYON VIEW PARK	AFTON	APD	
14000908	011		07/12/2014	19:10:22	COLTERS	AFTON	APD	
14000909	011		07/12/2014	20:12:24	OSMOND AREA	AFTON	APD	
14000910	013		07/12/2014	22:16:31	267 7TH AVE.	AFTON	APD	
14000911	009		07/12/2014	22:50:23	44 ROCK BRIDGE	AFTON	APD	FI
14000903	003		07/11/2014	11:23:07	AFTON	AFTON	APD	
14000895	007		07/10/2014	13:50:36	52 E 2ND AVE	AFTON	APD	
14000896	010		07/10/2014	01:17:00	RAWHIDE TRAILER COURT A10	AFTON	APD	RPT
14000897	011		07/10/2014	16:00:00	PROBATION	AFTON	APD	
14000898	010		07/10/2014	16:25:00	BROULIM'S	AFTON	APD	
14000899	15		07/10/2014	20:50:00	HWY 89	AFTON	APD	
14000900	007		07/10/2014	23:15:00	CANYON VIEW	AFTON	APD	
14000901	007		07/10/2014	23:25:00	BALL FIELDS	AFTON	APD	
14000902	007		07/10/2014	23:35:00	STAR VIEW / INFO CENTER	AFTON	APD	
14000884	010		07/09/2014	08:20:16	431 JACKSON	AFTON	APD	
14000885	007		07/09/2014	11:30:31	SWIFT CREEK APARTMENTS	AFTON	APD	

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000889		007	07/09/2014	00:00:00	STAR VIEW PARK / INFO CENTER	AFTON	APD	
14000890		007	07/09/2014	23:00:00	CANYON VIEW	AFTON	APD	
14000891		007	07/09/2014	23:10:00	BALL FIELDS	AFTON	APD	
14000892		007	07/09/2014	23:20:00	STAR VIEW / INFO CENTER	AFTON	APD	
14000893		007	07/09/2014	22:17:00	610 ADAMS ST	AFTON	APD	
14000894		011	07/09/2014	18:20:00	BEHAVIORAL HEALTH / SVMC	AFTON	APD	
14000880		003	07/08/2014	08:15:52	BANK OF STAR VALLEY	AFTON	APD	
14000879	14-000026	24	07/08/2014	08:50:46	4TH AND WASHINGTON	AFTON	APD	RPT
14000881		011	07/08/2014	12:10:36	LINCOLN COUNTY SO	AFTON	APD	
14000882		24	07/08/2014	18:15:00	WASHINGTON AND E 4TH AVE	AFTON	APD	
14000883		010	07/08/2014	21:17:31	HWY 89 - CR105	AFTON	APD	
14000886		009	07/08/2014	22:00:00	47 E 2ND AVE	AFTON	APD	
14000887		007	07/08/2014	23:40:00	CANYON VIEW	AFTON	APD	
14000888		007	07/08/2014	23:50:00	BALL FIELDS	AFTON	APD	
14000866		23	07/07/2014	11:17:00	HUNSAKERS AUTO SERVICE	AFTON	APD	
14000867		23	07/07/2014	12:16:00	531 WASHINGTON STREET	AFTON	APD	
14000868		007	07/07/2014	13:05:00	SVMC	AFTON	APD	
14000869		24	07/07/2014	12:30:00	E 3RD AVE AND WAHSINGTON	AFTON	APD	
14000870		17	07/07/2014	14:27:00	40 W 2ND AVE	AFTON	APD	
14000871		24	07/07/2014	15:20:00	POST OFFICE	AFTON	APD	
14000872		24	07/07/2014	15:55:00	UNKOWN	AFTON	APD	
14000873		009	07/07/2014	16:08:07	STAR VALLEY MEDICAL CENTER	AFTON	APD	RPT
14000874		010	07/07/2014	21:10:10	RAWHIDE TRAILER COURT	AFTON	APD	RPT
14000875		007	07/07/2014	23:10:01	CANYON VIEW PARK	AFTON	APD	
14000876		007	07/07/2014	23:15:54	STAR VIEW PARK	AFTON	APD	
14000877		007	07/07/2014	23:22:22	VISITORS CENTER	AFTON	APD	
14000878		007	07/07/2014	23:31:58	BALL FIELDS	AFTON	APD	
14000855		006	07/06/2014	00:10:56	235 JEFFERSON	AFTON	APD	
14000856		007	07/06/2014	08:25:00	CANYON VIEW	AFTON	APD	
14000857		007	07/06/2014	08:30:00	BALL FIELDS	AFTON	APD	
14000858		007	07/06/2014	08:35:00	INFO CENTER	AFTON	APD	
14000859		007	07/06/2014	08:40:00	STAR VIEW PARK	AFTON	APD	
14000860		010	07/06/2014	14:15:00	SOUTH ON HWY 89	AFTON	APD	

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000861	009		07/06/2014	02:09:35	COLTERS LOT	AFTON	APD	FI
14000862	007		07/06/2014	21:58:56	CANYON VIEW PARK	AFTON	APD	
14000863	007		07/06/2014	22:05:55	STAR VIEW PARK	AFTON	APD	
14000864	007		07/06/2014	22:11:49	VISITORS CENTER	AFTON	APD	
14000865	007		07/06/2014	22:14:56	BALL FIELDS	AFTON	APD	
14000841	007		07/05/2014	06:00:27	VISITOR CENTER	AFTON	APD	
14000842	007		07/05/2014	06:05:06	CANYON VIEW PARK	AFTON	APD	
14000843	007		07/05/2014	06:15:56	STARVIEW PARK	AFTON	APD	
14000844	007		07/05/2014	06:30:37	SIMPLOT BALL FIELDS	AFTON	APD	
14000845	007		07/05/2014	08:30:10	CANYON VIEW PARK	AFTON	APD	
14000846	010		07/05/2014	14:18:47	GARDNER COUNTRY VILLAGE	AFTON	APD	
14000847	007		07/05/2014	12:40:05	AFTON	AFTON	APD	
14000848	010		07/05/2014	13:00:25	BROULIMS	AFTON	APD	
14000849	010		07/05/2014	14:25:22	MILE POST 77 ON HIGHWAY 89	AFTON	APD	
14000850	012		07/05/2014	16:41:53	FAMILY DOLLAR LOT	AFTON	APD	
14000851	007		07/05/2014	22:41:26	CANYON VIEW PARK	AFTON	APD	
14000852	007		07/05/2014	22:47:25	STAR VIEW PARK	AFTON	APD	
14000853	007		07/05/2014	22:53:16	VISITORS CENTER	AFTON	APD	
14000854	007		07/05/2014	23:04:17	BALL FIELDS	AFTON	APD	
14000831	007		07/04/2014	05:55:47	VISITOR CENTER	AFTON	APD	
14000832	007		07/04/2014	06:00:48	CIVIC CENTER	AFTON	APD	
14000833	007		07/04/2014	06:10:42	CANYON VIEW PARK	AFTON	APD	
14000834	007		07/04/2014	06:15:38	STAR VIEW PARK	AFTON	APD	
14000835	010		07/04/2014	08:15:10	5TH/ADAMS	AFTON	APD	
14000836	007		07/04/2014	14:28:08	HIGHWAY 89.	AFTON	APD	
14000837	007		07/04/2014	21:22:04	CANYON VIEW PARK	AFTON	APD	
14000838	007		07/04/2014	21:28:04	STAR VIEW PARK	AFTON	APD	
14000839	007		07/04/2014	23:04:12	VISITORS CENTER	AFTON	APD	
14000840	010		07/04/2014	23:42:42	STAR VALLEY MEDICAL CENTER	AFTON	APD	RPT
14000825	013		07/03/2014	08:50:03	HIGHWAY 89/THIRD AVE	AFTON	APD	CIT
14000826	007		07/03/2014	16:03:14	AFTON TIRE FACTORY	AFTON	APD	
14000827	007		07/03/2014	22:52:00	CANYON VIEW PARK	AFTON	APD	
14000828	007		07/03/2014	23:00:01	VISITORS CENTER	AFTON	APD	

Event #	Incident #	Call Type	Date	Time	Location	City	Agency	Dispo
14000829	007		07/03/2014	23:07:13	BALL FIELDS	AFTON	APD	
14000830	013		07/03/2014	23:13:34	431 JACKSON	AFTON	APD	
14000818	007		07/02/2014	13:10:52	E 3RD	AFTON	APD	
14000819	007		07/02/2014	14:55:33	WASHINGTON ST	AFTON	APD	
14000820	007		07/02/2014	15:10:54	631 N WASHINGTON	AFTON	APD	
14000821	19		07/02/2014	18:52:00	SVMC	AFTON	APD	
14000822	007		07/02/2014	22:00:00	CANYON VIEW	AFTON	APD	
14000823	007		07/02/2014	22:10:00	BALL FIELDS	AFTON	APD	
14000824	007		07/02/2014	22:20:00	STAR VIEW / INFO CENTER	AFTON	APD	
14000813	001		07/01/2014	13:36:10	MAVERIK	AFTON	APD	
14000814	007		07/01/2014	21:30:00	CANYON VIEW	AFTON	APD	
14000815	007		07/01/2014	23:35:00	INFO CENTER	AFTON	APD	
14000816	007		07/01/2014	21:40:00	STAR VIEW	AFTON	APD	
14000817	007		07/01/2014	23:40:00	BALL FIELDS	AFTON	APD	
14000944	006		07/01/2014	23:48:00	SVMC	AFTON	APD	

AFTON MUNICIPAL COURT

JULY 2014

IN THE MATTER OF THE AFTON MUNICIPAL COURT BEFORE JUDGE ROD R. JENSEN THE FOLLOWING MATTERS
WERE HEARD, TRIED, AND DULY DISPOSED OF DURING THE MONTH OF JULY, 2014

Docket Number	Officer	Name	Violation	Charge	Citation Number	Disposition	Receipt Number	Amount Paid	
14-07-01	A3	Booth	Ronald Will	6-2-01	Assult	78617B	Arraign, Guilty Plea, Fine \$200.00 with payments	N/A	N/A
14-07-02	A3	Zheng	Weixu	6-1-41	Speeding 45 mph in 30 mph zone	78619B	Forfeiture	4659	\$ 135.00
14-06-30	A6	Zhou	Yu	6-1-41	Speeding 55 mph in 45 mph zone	14810H	Forfeiture	4660	\$ 75.00
14-07-03	A3	Jiang	Qiaozhi	6-1-41	Speeding 60 mph in 45 mph zone	78616B	Forfeiture	4661	\$ 135.00
14-07-04	A1	Kerth	Peter D	6-1-41	Speeding 60 mph in 30 mph zone	14928H	Forfeiture	4686	\$ 215.00
14-07-05	A1	Boedeker	Patricia L	5-2-04	Failure to License Dog	14926H	Forfeiture	4684	\$ 50.00
14-07-06	A1	Boedeker	Patricia L	5-2-09	Dog at Large	14925H	Forfeiture	4684	\$ 35.00
14-07-07	A1	Walter	Nathan T	6-1-41	Speeding 60 mph in 45 mph zone	14927H	Forfeiture	4685	\$ 145.00
14-07-08	A1	Severson	Michael C	6-1-32	Failure to Yield Right of Way	14922H	Forfeiture	4687	\$ 55.00
14-07-09	A1	Yin	Yumin	6-1-41	Speeding 60 mph in 45 mph zone	14923H	Forfeiture / First Time Offender	4682	\$ 145.00
14-06-16	N/A	Nekema	Teddy		Continuing Case	14911H	Partial Payment of Fines	4680	\$ 50.00
14-07-10	A3	Garner	Haley Lynn	6-1-26	Following Other Vechiles	78620B	Forfeiture / First Time Offender	4662	\$ 70.00
14-05-02	N/A	Stewart	Ronald Preston		Continuing Case	14901H	Partial Payment of Fines	4681	\$ 60.00
13-147	N/A	Dupler	Jefferson		Continuing Case	071993E	Partial Payment of Fines	4683	\$ 10.00
14-07-11	A2	Cazier	Kyler	5-2-04	License Fees	14889H	Forfeiture	4689	\$ 50.00
14-07-12	A2	Cazier	Kyler	5-2-09	Dog at Large	14888H	Forfeiture	4689	\$ 35.00
14-07-13	A1	Alleman	Douglas	6-1-32	Failure to Yield Right of Way	14929H	Forfeiture / First Time Offender	4688	\$ 55.00
14-07-14	A3	Zhou	Mengle	6-1-36	Emergency Vechile - Op. Vechile	78624B	Forfeiture	4691	\$ 120.00
14-07-15	A3	Zhou	Mengle	6-1-41	Speeding 55 mph in 45 mph zone	78623B	Forfeiture	4690	\$ 75.00
14-07-16	A3	Zhang	Sicheng	6-1-41	Speeding 70 mph in 45 mph zone	14951H	Forfeiture	4692	\$ 205.00

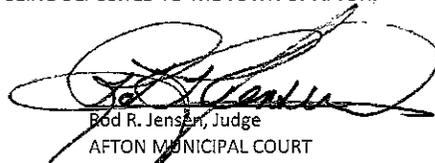
Docket Number		Name	Violation	Charge	Citation Number	Disposition	Receipt Number	Amount Paid
14-07-17	A1	Newby Ashley E	6-1-41	Speeding 38 mph in 25 mph zone	14931H	Forfeiture	4664	\$ 131.00
14-07-18	A1	Williams Jonathan C	6-1-41	Speeding 65 mph in 45 mph zone	14932H	Forfeiture / First Time Offender	4665	\$ 205.00
14-07-19	A3	Onkes Ron	6-1-41	Speeding 50 mph in 45 mph zone	78615B	Forfeiture / First Time Offender	4693	\$ 65.00
14-07-20	A3	Hathaway Zane	6-1-33	Left Turn at Intersection	78621B	Forfeiture	4694	\$ 70.00
14-07-21	A1	Lee Mun S.	6-1-41	Speeding 50 mph in 30 mph zone	14933H	Forfeiture	4697	\$ 145.00
14-07-22	A3	Howard Tinsley M	6-1-41	Speeding 55 mph in 45 mph zone	78625B	Forfeiture	4698	\$ 75.00
14-07-23	A6	Tian Ye	6-1-41	Speeding 68 mph in 45 mph zone	071832E	Forfeiture	4696	\$ 201.00
14-07-24	A3	Shang Fei	6-1-41	Speeding 65 mph in 45 mph zone	14953H	Forfeiture	4695	\$ 145.00
14-03-11	--	Wilkes Lindsey		Continuing Case	071794E	Partial Payment of Fines	4699	\$ 50.00
14-06-27	--	Motzkus Matt S		Continuing Case	14887H	Final Payment of Fine / First Time Offender	4700	\$ 100.00

TOTAL RECEIPTS FOR

JULY 2014

\$ 2,907.00

I CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT REPORT OF EACH OF THE CASES LISTED AND THE AMOUNT LISTED AS BEING PAID WITH THE FUNDS RECEIVED BEING DEPOSITED TO THE TOWN OF AFTON.



Rod R. Jensen, Judge
AFTON MUNICIPAL COURT

AFTON-LINCOLN COUNTY AIRPORT

BOARD MEETING

JULY 23, 2014

Board Members present:

Jerry Harmon

Francis Brown

Terry Hastings

Paul Jenkins

Rick Sessions, Airport Manager

Others Present:

Travis Eickman, Morrison & Maerle

Andy Galen, Morrison & Maerle

Excused:

Dustin Haderlie

Chad Burton

AGENDA

The meeting agenda was presented for review and amended to include the Jenkins Home.

A motion was made by Francis Brown to accept the agenda as presented. Second by Paul Jenkins. Motion passed.

MINUTES

The minutes from the June 25, 2014 meeting were presented for review. A motion was made by Francis Brown to accept the minutes as written. Second by Paul Jenkins. Motion passed.

BILLS

The bills for June/July 2014 were presented for payment. A motion was made by Paul Jenkins to pay the bills. Second by Terry Hastings. Motion passed.

NEW BUSINESS

JENKINS HOME

Due to the passing of Marvalene Jenkins, her home reverts back to the airport. The airport previously purchased the home with the understanding that Mrs. Jenkins could stay there until her death. It was agreed that the airport would give her daughter Nancy a month or so and then see if she would like to rent it at a fair price. Rick Sessions will talk to her.

IRRIGATION BYPASS GRANT

Travis Eickman then addressed the board concerning the irrigation bypass grant. He noted that the FAA added funding at the State level and had approved \$102,400 for the bypass. This is a 98/2 split. This will also be added to the order for Kilroy Construction in the existing contract. Travis also noted that new pricing will be negotiated for the materials. He said he had met with Joe Nield and Joel Neuenschwander and notified them that an easement will be prepared and that installation of the portion of the water line by the runway to tie in the ends will be done after the irrigation season is finished.

Mr. Eickman told the board that he will have a task order for \$5,000 if the line is not completed by the date in the original order for Kilroy Construction. If it is completed in time, it will simply be worked into the existing order.

Mr. Eickman then said he would need the board request the state aid, approve a task order and authorize chairman Jerry Harmon to sign a new task order for \$102,400 minus the \$5,000.

A motion was made by Paul Jenkins to request the aid from the State of Wyoming for the irrigation bypass grant for \$102,400. Second by Terry Hastings. Motion passed.

A motion was made by Francis Brown to authorize task order #13 if needed for \$5,000 if the project is not completed in time. Second by Paul Jenkins. Motion passed.

A motion was made by Terry Hastings to authorize Chairman Harmon to sign the changed task order. Second by Francis Brown. Motion passed.

It was felt that the board needed to thank WyDOT for their support of the 98/2 split on the irrigation bypass along with their help on the building, truck, etc. Mr. Sessions will handle this.

WACIP – TRAVIS

Mr. Eickman then went over the WACIP he went through the years of 2015-2020 and noted the following: 2015: Mower for tool cat and a new riding mower. 2. Seal Coat and marking.

2016: Master Plan

2017: Tractor

2019: Taxi Lane – back Hangars

2020: Seal Coat and Marking repeated

Francis Brown wondered if the tractor could be moved to next year as he didn't think it would handle the snow box that will be needed. Mr. Eickman said he would check.

CHAD BURTON HANGER

It was noted by Rick Sessions that Chad Burton wanted to construct a 40x50 hanger where his present T hanger is now located. After some discussion, it was felt it would fit and Mr. Sessions will notify Mr. Burton.

SEWER SERVICE UNDER NEW ROAD

It was noted by Mr. Sessions that there are several hangars with no sewer service. Kilroy Construction has offered to do a 35 foot sewer stub for \$3,800 for anyone wanting it. Kilroy was also amenable to considering time and materials instead of the flat rate if it would be cheaper. WyDot will not pay for this. Mr. Eickman was directed to negotiate a price with Kilroy Construction.

PAPI COMMISSIONING

Mr. Sessions noted that the FAA requires commissioning and a flight check of the new PAPI's when installed. This is FAA fundable. The FAA pays 90%, WYDOT pays 6% and 4% is paid locally. Mr. Eickman noted that he is waiting for the FAA agreement that totals \$12,000.

A motion was made by Francis Brown to allow Chairman Jerry Harmon to sign this agreement if it comes before the next board meeting. Second by Paul Jenkins. Motion passed.

OLD BUSINESS

PROJECT UPDATE – ANDY GALEN M&M ENGINEERING

Mr. Galen then addressed the board concerning the taxiway project that is being done. He noted that it had been cleared and the topsoil grubbed. He also said the P154 rock had been hauled in. He reminded the board of the 72 hour closure of the airport to accommodate construction. He noted that the electricians had worked nights last week to plow in the HDPE and had finished most of it. He and Mr. Eickman both felt the project was moving along well and ahead of schedule. The paving will be done after Labor Day.

A motion was made by Francis Brown to adjourn the meeting at 5:40 p.m. Second by Paul Jenkins. Motion passed.

Afton Business Association update:

July, 2014 meeting

~ The 4th of July parade was held on Main Street!! That was such a relief for me. There were worries about the new route and people yards and such. I lined the parade up and made sure winners were notified and payments dropped off at Town hall for the winners to pick up.

~ The sidewalk sale was held on Main Street as well. I think that this was good for the businesses. I did not have very many outside vendors this year; a few of my regulars. I think that they just didn't like the unknown of going to the fairgrounds and so made other plans for that date. I did have a few more sign up after hearing that it changed to the street. There would have been so few at the fairgrounds that I debated on if it was worth having the sale, but we felt that it NEEDED to happen since the cars show, chili cook-off, DJ, outdoor movie that I plan for this event, were already planned and advertised. I am looking forward to a full sidewalks sale next year through.

~ We held a water fight in place of the fish scramble since the fish that I had reserved to purchase for the scramble, were frozen this spring. There were only about 10 kids that showed up and I asked some of the kids if they liked the fish scramble better and a mom that was listening in, answered that she did. The Bank of Star Valley had phone calls wondering when the fish scramble would be. One of the vendors that I talked to after the sale as I walked around to see how vendors did and their feelings about the event, said that customers kept asking/complaining about the lack of fish scramble. She made sure they knew that the fish had died. It was a good try, and it will be fine for a backup if we lose our fish again, but it did not draw the people like the scramble. I will go back to planning the scramble for next year.

~ The Swift Creek 5K will be Sat. Aug. 2. We expect about 100 participants. I will take care of opening the park that day, make sure that the "race in Progress" road signs are posted and taken down, and start the race. I usually help take times as well since the permit is in my name and I need to be there for that.

~ We will be putting together a plan for the Christmas Shop at Home promotion. I will have the paperwork out the businesses by the first part of September.

If you have any questions: Carrie Jensen 885-1573 carrie@silverstar.com

THE TOWN OF AFTON
COMBINED CASH INVESTMENT
JULY 31, 2014

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10 ALLOCATION TO GENERAL FUND	1,103,928.59
20 ALLOCATION TO FIRE DEPT. FUND	(1,014.69)
51 ALLOCATION TO WATER FUND	48,940.79
52 ALLOCATION TO SEWER FUND	132,533.52
53 ALLOCATION TO WATER LAB FUND	6,278.74
54 ALLOCATION TO NIELD STRING WATER FUND	136,571.48
55 ALLOCATION TO GOLF COURSE FUND	(1,427,238.43)
TOTAL ALLOCATIONS TO OTHER FUNDS	.00
ALLOCATION FROM COMBINED CASH FUND - 01-1190	
ZERO PROOF IF ALLOCATIONS BALANCE	.00

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

GENERAL FUND

ASSETS

10-1112	CASH IN CHECKING-BANK OF SV	684,561.29
10-1114	XPRESS DEPOSIT ACCOUNT	1,598.96
10-1118	CD- FIRST BANK	240,157.64
10-1131	PETTY CASH	300.00
10-1140	RETURNED CHECKS	62.00
10-1151	CD AT BANK OF STAR VALLEY	801,904.59
10-1153	GNMA REPERCHASE CERTIFICATES	46,317.66
10-1154	EDWARD JONES MONEY MARKET	17,252.48
10-1161	NORTH AFTON BUS. PK- CHECKING	27,760.50
10-1165	FIRE DEPT. CHECKING ACCT.	(761.25)
10-1175	UTILITY CASH CLEARING ACCOUNT	(42,823.77)
10-1190	CASH ALLOCATION TO OTHER FUNDS	1,103,928.59
10-1200	GAS TAX RECEIVABLE	8,647.00
10-1201	SALES TAX RECEIVABLE	174,035.13
10-1203	PROPERTY TAX RECEIVABLE	10,114.18
10-1205	FRANCHISE TAX RECEIVABLE	23,000.00
10-1211	PROPERTY TAX RECEIVABLE	125,000.00
10-1311	ACCOUNTS RECEIVABLE	4,879.73
10-1312	ALLOW UNCOLLECTABLE ACCOUNTS	165.00
10-1411	DUE FROM GOVERN UNITS	96,634.00
10-1421	DUE FROM OTHER FUNDS	6,626.34
10-1580	SUSPENSE	(13,984.05)
10-1910	LVE RLF DEPOSIT	40,000.00
		3,355,376.02

LIABILITIES AND EQUITY

LIABILITIES

10-2131	ACCOUNTS PAYABLE	255,229.20
10-2134	UVFD FIRE TRUCK REPAYMENT	10,809.50
10-2221	FICA PAYABLE	(3,326.94)
10-2222	FEDERAL WITHHOLDING PAYABLE	(4,222.60)
10-2225	RETIREMENT PAYABLE	(64.33)
10-2230	WORKERS COMP PAYABLE	(3,084.56)
10-2232	CREDIT UNION-PAYABLE	4,575.00
10-2233	HEALTH/ LIFE INS. PAY/ PREPAID	(32,609.03)
10-2234	EMPLOYEE DEFERRED COMP.	(235.00)
10-2235	BOSV- SAVINGS	(4,575.00)
10-2301	PROPERTY TAX RECEIVABLE	125,000.00
10-2421	DUE TO OTHER FUNDS	400.00
		347,896.24

FUND EQUITY

10-2972	APPROPRIATED SURPLUS	531,710.00
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THE TOWN OF AFTON

BALANCE SHEET

JULY 31, 2014

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:	
10-2980 BALANCE BEGINNING OF YEAR	2,590,952.16
REVENUE OVER EXPENDITURES - YTD	<u>(112,674.47)</u>
BALANCE - CURRENT DATE	<u>2,478,277.69</u>
TOTAL FUND EQUITY	<u>3,009,987.69</u>
TOTAL LIABILITIES AND EQUITY	<u><u>3,357,883.93</u></u>

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10 REVENUE - PROPERTY TAXES	2,420.41	2,420.41	116,000.00	113,579.59	2.1
10-31-20 REVENUE - VEHICLE REGISTRATION	.00	.00	65,000.00	65,000.00	.0
10-31-30 REVENUE - FRAN TAX/POWER	.00	.00	34,000.00	34,000.00	.0
10-31-41 REVENUE/GEN SALES & USE TAX	64,571.29	64,571.29	800,000.00	735,428.71	8.1
10-31-51 REVENUE - GASOLINE TAX	8,784.33	8,784.33	75,000.00	66,215.67	11.7
10-31-61 REVENUE - CIGARETTE TAX	1,284.89	1,284.89	12,000.00	10,715.11	10.7
10-31-71 REVENUE - SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
10-31-81 LODGING TAX	547.70	547.70	15,000.00	14,452.30	3.7
TOTAL TAXES	77,608.62	77,608.62	1,167,000.00	1,089,391.38	6.7
<u>LICENSES & PERMITS</u>					
10-32-51 REVENUE - ANIMAL LICENSES	15.00	15.00	400.00	385.00	3.8
10-32-61 REVENUE - BLDG/SIGN PERMITS	150.00	150.00	10,000.00	9,850.00	1.5
10-32-71 REVENUE - LICENSES - BUSINESS	1,740.00	1,740.00	10,000.00	8,260.00	17.4
10-32-81 REVENUE - LICENSES - LIQUOR	50.00	50.00	8,000.00	7,950.00	.6
TOTAL LICENSES & PERMITS	1,955.00	1,955.00	28,400.00	26,445.00	6.9
<u>INTERGOVERNMENTAL</u>					
10-33-01 EXCESS MONEY FROM STATE	.00	.00	175,000.00	175,000.00	.0
10-33-03 EXTENSION OFFICE/ ELECTRICITY	91.43	91.43	1,500.00	1,408.57	6.1
10-33-11 REVENUE - FED MIN/ROYAL	.00	.00	100,000.00	100,000.00	.0
10-33-65 WYDOT/PAYMENT	.00	.00	38,220.00	38,220.00	.0
10-33-71 BUSINESS READY GRANT & LOAN	.00	.00	600,000.00	600,000.00	.0
10-33-94 FIRE DEPART.-PENSION	187.50	187.50	.00	(187.50)	.0
TOTAL INTERGOVERNMENTAL	278.93	278.93	914,720.00	914,441.07	.0
<u>MISC CHARGES FOR SERVICES</u>					
10-34-03 PARK RESERVATION FEE	300.00	300.00	1,500.00	1,200.00	20.0
10-34-43 MENS BASKETBALL FEE	.00	.00	2,000.00	2,000.00	.0
10-34-45 YOUTH BASKETBALL	.00	.00	4,000.00	4,000.00	.0
10-34-88 RURAL FIRE DISTRICT REVENUE	.00	.00	55,000.00	55,000.00	.0
10-34-90 REVENUE CEM/GRAVE SERVICES	2,550.00	2,550.00	9,000.00	6,450.00	28.3
10-34-91 CIVIC CENTER RENTAL FEES	979.00	979.00	11,000.00	10,021.00	8.9
TOTAL MISC CHARGES FOR SERVICES	3,829.00	3,829.00	82,500.00	78,671.00	4.6

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITURES</u>					
10-35-60 REVENUE - FINES AND COSTS	.00	.00	30,000.00	30,000.00	.0
TOTAL FINES & FORFEITURES	.00	.00	30,000.00	30,000.00	.0
<u>MISCELLANEOUS</u>					
10-36-01 3RD AVENUE SPECIAL IMPROV.	841.32	841.32	.00	(841.32)	.0
10-36-05 REVENUE-ADVERTISING	150.00	150.00	500.00	350.00	30.0
10-36-07 SAFE ROUTE TO SCHOOL GRANT	.00	.00	300,000.00	300,000.00	.0
10-36-70 REVENUE - MISCELLANEOUS	.00	.00	10,000.00	10,000.00	.0
10-36-80 REVENUE - INTEREST	.00	.00	2,000.00	2,000.00	.0
TOTAL MISCELLANEOUS	991.32	991.32	312,500.00	311,508.68	.3
TOTAL FUND REVENUE	84,662.87	84,662.87	2,535,120.00	2,450,457.13	3.3

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL JUDGE</u>					
10-41-11 SALARY/ MUNICIPAL JUDGE	783.02	783.02	9,500.00	8,716.98	8.2
10-41-12 PAYROLL BENEFITS	76.03	76.03	1,000.00	923.97	7.6
10-41-24 OFFICE EXP/SUPPLIES/POSTAGE	.00	.00	250.00	250.00	.0
TOTAL MUNICIPAL JUDGE	859.05	859.05	10,750.00	9,890.95	8.0
<u>MAYOR</u>					
10-42-11 SALARY/ MAYOR	500.00	500.00	6,000.00	5,500.00	8.3
10-42-12 MAYOR - FICA	38.25	38.25	500.00	461.75	7.7
10-42-41 COMMUNITY DEVELOPMENT	562.19	562.19	1,000.00	437.81	56.2
10-42-61 MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
TOTAL MAYOR	1,100.44	1,100.44	8,000.00	6,899.56	13.8
<u>TOWN COUNCIL</u>					
10-43-11 COMPENSATION/ TOWN COUNCIL	400.00	400.00	4,800.00	4,400.00	8.3
10-43-12 TOWN COUNCIL - FICA	30.60	30.60	400.00	369.40	7.7
10-43-63 COUNCIL/EMPLOYEE RELATIONS	67.85	67.85	1,000.00	932.15	6.8
TOTAL TOWN COUNCIL	498.45	498.45	6,200.00	5,701.55	8.0
<u>HUMAN RESOURCES</u>					
10-44-07 UNEMPLOYMENT CLAIMS	4,165.30	4,165.30	10,000.00	5,834.70	41.7
TOTAL HUMAN RESOURCES	4,165.30	4,165.30	10,000.00	5,834.70	41.7
<u>ADMINISTRATION</u>					
10-45-11 SALARIES/WAGES CLK/TRES/ADMIN.	13,537.88	13,537.88	165,000.00	151,462.12	8.2
10-45-12 CLK/TREAS/ADMIN BENEFITS	4,860.86	4,860.86	68,000.00	63,139.14	7.2
10-45-13 PART-TIME HELP/INTERNS	788.00	788.00	2,000.00	1,212.00	39.4
10-45-14 PART-TIME BENEFITS/INTERN	76.52	76.52	400.00	323.48	19.1
10-45-23 EDUCATION/TRAVEL	651.71	651.71	8,000.00	7,348.29	8.2
10-45-48 PUBLIC NOTICES	1,848.25	1,848.25	20,000.00	18,151.75	9.2
10-45-49 COMPUTER CONSULT/TRAIN-CASELLE	612.67	612.67	8,000.00	7,387.33	7.7
10-45-50 FINANCIAL AUDIT EXPENSE	.00	.00	25,000.00	25,000.00	.0
10-45-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
10-45-75 WEBSITE	66.66	66.66	500.00	433.34	13.3
TOTAL ADMINISTRATION	22,442.55	22,442.55	300,900.00	278,457.45	7.5

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CIVIC CENTER MANAGEMENT</u>					
10-46-11 SALARIES/ WAGES- CIVIC CENTER	368.50	368.50	7,500.00	7,131.50	4.9
10-46-12 PAYROLL BENEFITS- CIVIC CENTER	35.78	35.78	1,000.00	964.22	3.6
10-46-22 SUPPLIES- CIVIC CENTER	42.17	42.17	1,000.00	957.83	4.2
10-46-25 ELECT./ GAS- CIVIC CENTER	.00	.00	17,000.00	17,000.00	.0
10-46-26 TELEPHONE EXP.- CIVIC CENTER	.00	.00	2,300.00	2,300.00	.0
10-46-73 BUILDING MAINT.- CIVIC CENTER	202.46	202.46	7,500.00	7,297.54	2.7
TOTAL CIVIC CENTER MANAGEMENT	648.91	648.91	36,300.00	35,651.09	1.8
<u>LEGAL</u>					
10-47-02 LEGAL RETAINER	1,500.00	1,500.00	20,000.00	18,500.00	7.5
10-47-12 LEGAL EXPENSE	2,227.50	2,227.50	20,000.00	17,772.50	11.1
TOTAL LEGAL	3,727.50	3,727.50	40,000.00	36,272.50	9.3
<u>BUILDING OPERATIONS</u>					
10-48-11 CLEANING SERVICES	366.62	366.62	5,000.00	4,633.38	7.3
10-48-22 CLEANING SUPPLIES	33.94	33.94	1,000.00	966.06	3.4
10-48-23 ELECTRICITY/ NATURAL GAS	.00	.00	9,000.00	9,000.00	.0
10-48-24 OFFICE EXPENSE, SUPPLIES	450.75	450.75	6,000.00	5,549.25	7.5
10-48-25 COPIER MAINTENANCE CONTRACT	.00	.00	3,500.00	3,500.00	.0
10-48-26 TELEPHONE EXPENSES	30.00	30.00	4,000.00	3,970.00	.8
10-48-61 POSTAGE EXPENSES	.00	.00	4,000.00	4,000.00	.0
10-48-62 RANDOM DRUG TESTING	.00	.00	1,000.00	1,000.00	.0
10-48-72 BUILDING MAINTENANCE	213.30	213.30	5,000.00	4,786.70	4.3
10-48-73 COMPUTER SERVICE & REPAIRS	60.50	60.50	4,000.00	3,939.50	1.5
TOTAL BUILDING OPERATIONS	1,155.11	1,155.11	42,500.00	41,344.89	2.7
<u>OTHER GOV EXPENDITURES</u>					
10-49-15 SALARY/ ABA DIRECTOR	650.00	650.00	7,200.00	6,550.00	9.0
10-49-16 BENEFITS- ABA DIRECTOR	63.12	63.12	700.00	636.88	9.0
10-49-18 PLAN REVIEWS	.00	.00	5,000.00	5,000.00	.0
10-49-37 CONTRACTS-WAM	2,433.00	2,433.00	2,500.00	67.00	97.3
10-49-52 INSURANCE - GENERAL LIABILITY	.00	.00	12,000.00	12,000.00	.0
10-49-57 INSURANCE-FIRE	.00	.00	11,000.00	11,000.00	.0
TOTAL OTHER GOV EXPENDITURES	3,146.12	3,146.12	38,400.00	35,253.88	8.2

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-54-07 CUSTODY OF PRISONER	.00	.00	1,000.00	1,000.00	.0
10-54-11 SALARIES/WAGES - POLICE	13,404.77	13,404.77	205,000.00	191,595.23	6.5
10-54-12 POLICE BENEFITS	8,536.59	8,536.59	131,000.00	122,463.41	6.5
10-54-13 PART-TIME & OVERTIME	396.00	396.00	20,000.00	19,604.00	2.0
10-54-20 DISPATCH CENTER	1,648.00	1,648.00	25,000.00	23,352.00	6.6
10-54-23 EDUCATION/TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-54-24 OFFICE EXP/SUPPLIES/POSTAGE	273.82	273.82	1,000.00	726.18	27.4
10-54-25 EQUIPMENT & SUPPLIES	83.96	83.96	11,000.00	10,916.04	.8
10-54-26 AUTO OPERATION/ MAINTENANCE	1,254.68	1,254.68	15,000.00	13,745.32	8.4
10-54-28 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
10-54-30 ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
TOTAL POLICE DEPARTMENT	25,597.82	25,597.82	413,500.00	387,902.18	6.2
 <u>FIRE DEPARTMENT</u>					
10-57-11 ADMINISTRATION AND GENERAL	79.84	79.84	1,000.00	920.16	8.0
10-57-12 FIREMEN PAYROLL BENEFITS	1,113.15	1,113.15	8,000.00	6,886.85	13.9
10-57-13 PURCHASE SERVICES	19,200.00	19,200.00	20,000.00	800.00	96.0
10-57-20 INSURANCE- FIRE DEPT. VEHICLES	.00	.00	3,000.00	3,000.00	.0
10-57-25 EQUIP/SUPPLIES/MAINT	2,297.91	2,297.91	24,000.00	21,702.09	9.6
10-57-26 EQUIPMENT TESTING	.00	.00	2,500.00	2,500.00	.0
10-57-27 RANDOM DRUG TESTING	.00	.00	1,000.00	1,000.00	.0
10-57-28 TELEPHONE	60.00	60.00	1,600.00	1,540.00	3.8
10-57-33 EDUCATION	.00	.00	20,000.00	20,000.00	.0
10-57-65 BUILDING - ELECTRIC	.00	.00	8,000.00	8,000.00	.0
10-57-66 WAGES- MAINTENANCE	750.00	750.00	9,000.00	8,250.00	8.3
10-57-72 AVFD- BUILDING IMPROVEMENTS	.00	.00	30,000.00	30,000.00	.0
TOTAL FIRE DEPARTMENT	23,500.90	23,500.90	128,100.00	104,599.10	18.4

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
10-60-02 STREET REPAIRS	.00	.00	3,000.00	3,000.00	.0
10-60-03 MAINT. PAVED STREET/SUMMR FUEL	423.89	423.89	10,000.00	9,576.11	4.2
10-60-05 TELEPHONE EXP.	60.00	60.00	1,000.00	940.00	6.0
10-60-06 STREETS LIGHTS	1,358.78	1,358.78	25,000.00	23,641.22	5.4
10-60-07 EQUIP/MAINT & EXPENSES	364.44	364.44	25,000.00	24,635.56	1.5
10-60-08 STREET CLEANING-BROOMS/FILTERS	.00	.00	1,500.00	1,500.00	.0
10-60-09 HAND TOOLS/ SAFETY EQUIPMENT	87.77	87.77	1,000.00	912.23	8.8
10-60-10 SUPPLIES-PAINT, SIGNS, BANNERS	143.17	143.17	2,000.00	1,856.83	7.2
10-60-11 SALARIES/WAGES - P.W. STREETS	7,863.08	7,863.08	135,000.00	127,136.92	5.8
10-60-12 PUBLIC WORKS STREET BENEFITS	4,822.15	4,822.15	65,000.00	60,177.85	7.4
10-60-13 PART-TIME HELP	2,103.64	2,103.64	25,000.00	22,896.36	8.4
10-60-14 SALT/SAND MIX	.00	.00	10,000.00	10,000.00	.0
10-60-15 PART-TIME/ STREETS BENEFITS	157.63	157.63	3,000.00	2,842.37	5.3
10-60-20 SPRING/FALL CLEAN UP	660.00	660.00	2,000.00	1,340.00	33.0
10-60-71 SNOW REMOVAL/ WINTER FUEL	.00	.00	12,000.00	12,000.00	.0
10-60-72 CHRISTMAS LIGHTS	.00	.00	1,000.00	1,000.00	.0
10-60-73 CAPITAL OUTLAY/ DRNK FNT/ ARCH	7,570.00	7,570.00	.00	(7,570.00)	.0
10-60-75 STREET IMPROVEMENT PROJECT	19,473.62	19,473.62	.00	(19,473.62)	.0
10-60-78 EQUIPMENT RESERVE	.00	.00	15,000.00	15,000.00	.0
TOTAL PUBLIC WORKS/STREETS	45,088.17	45,088.17	336,500.00	291,411.83	13.4
<u>PROFESSIONAL SERVICES</u>					
10-66-77 ENGINEERING SERVICES	.00	.00	20,000.00	20,000.00	.0
TOTAL PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
<u>PUBLIC WORKS/PARKS</u>					
10-70-05 X COUNTRY TRAIL GROOMING	.00	.00	500.00	500.00	.0
10-70-09 GROUND MAINTENANCE- PARKS	327.66	327.66	2,500.00	2,172.34	13.1
10-70-11 BUILDING MAINT./ REPAIRS	.00	.00	1,000.00	1,000.00	.0
10-70-12 SALARIES/WAGES- PARK BENEFITS	.00	.00	2,000.00	2,000.00	.0
10-70-13 SALARIES/ WAGES- PARKS	.00	.00	400.00	400.00	.0
10-70-24 TREE CITY USA	.00	.00	2,500.00	2,500.00	.0
10-70-25 SUPPLIES- PARKS	766.87	766.87	3,000.00	2,233.13	25.6
10-70-27 UTILITIES- PARKS	.00	.00	2,000.00	2,000.00	.0
10-70-78 PAINT/SUPPLIES- NEW BALLFIELDS	568.00	568.00	1,500.00	932.00	37.9
10-70-80 EQUIPMENT- NEW BALLFIELDS	391.00	391.00	.00	(391.00)	.0
10-70-83 LABOR- NEW BALLFIELDS	2,205.00	2,205.00	4,500.00	2,295.00	49.0
10-70-96 INFORMATION CENTER MAINT.	417.00	417.00	2,000.00	1,583.00	20.9
TOTAL PUBLIC WORKS/PARKS	4,675.53	4,675.53	21,900.00	17,224.47	21.4

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/CEMETERY</u>					
10-72-03 GROUND MAINTENANCE	65.72	65.72	2,500.00	2,434.28	2.6
10-72-04 EQUIPMENT SUPP. & MAINTENANCE	12.92	12.92	1,900.00	1,887.08	.7
10-72-12 PUBLIC WORKS CEMETERY BENEFIT'S	69.73	69.73	500.00	430.27	14.0
10-72-13 SEASONAL/PART-TIME	844.37	844.37	8,000.00	7,155.63	10.6
10-72-30 CONTRACT SERVICES	3,988.75	3,988.75	3,000.00	(988.75)	133.0
10-72-40 TOPSOIL/ SOD	.00	.00	2,000.00	2,000.00	.0
TOTAL PUBLIC WORKS/CEMETERY	4,981.49	4,981.49	17,900.00	12,918.51	27.8
<u>AIRPORT</u>					
10-73-03 SERVICES	55,000.00	55,000.00	55,000.00	.00	100.0
TOTAL AIRPORT	55,000.00	55,000.00	55,000.00	.00	100.0
<u>RECREATION DEPARTMENT</u>					
10-74-07 YEAR ROUND REC PROGRAM	.00	.00	9,000.00	9,000.00	.0
TOTAL RECREATION DEPARTMENT	.00	.00	9,000.00	9,000.00	.0
<u>COMMUNITY DEVELOPMENT</u>					
10-77-04 SALT RIVER CENTER	.00	.00	6,000.00	6,000.00	.0
10-77-05 HERITAGE COMMITTEE	.00	.00	1,000.00	1,000.00	.0
10-77-06 STAR VALLEY RIDGE RIDERS	.00	.00	1,500.00	1,500.00	.0
10-77-24 STAR VALLEY CHAMBER OF COMMERC	750.00	750.00	.00	(750.00)	.0
10-77-51 VFW	.00	.00	1,500.00	1,500.00	.0
10-77-70 JULY 4TH CELEB & FIREWORKS	.00	.00	3,500.00	3,500.00	.0
TOTAL COMMUNITY DEVELOPMENT	750.00	750.00	13,500.00	12,750.00	5.6
<u>CAPITAL PROJECTS</u>					
10-90-11 SAFE ROUTE TO SCHOOL	.00	.00	300,000.00	300,000.00	.0
10-90-67 BUSINESS COMMITTED PROJECTS	.00	.00	600,000.00	600,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	900,000.00	900,000.00	.0
TOTAL FUND EXPENDITURES	197,337.34	197,337.34	2,408,450.00	2,211,112.66	8.2
NET REVENUE OVER EXPENDITURES	(112,674.47)	(112,674.47)	126,670.00	239,344.47	(89.0)

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

FIRE DEPT. FUND

ASSETS

20-1165	FIRE DEPT. CHECKING ACCT.	36,688.08	
20-1167	FIRE DEPT. INVESTMENT ACCT.	24,338.50	
20-1190	CASH IN COMBINED CASH FUND	(1,014.69)	
	TOTAL ASSETS		<u>60,011.89</u>

LIABILITIES AND EQUITY

LIABILITIES

20-2131	ACCOUNTS PAYABLE	2,041.18	
20-2421	DUE TO OTHER FUNDS	6,626.34	
	TOTAL LIABILITIES		8,667.52

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
20-2980	BALANCE BEGINNING OF YEAR	52,702.44	
	REVENUE OVER EXPENDITURES - YTD	470.14	
	BALANCE - CURRENT DATE	53,172.58	
	TOTAL FUND EQUITY		<u>53,172.58</u>
	TOTAL LIABILITIES AND EQUITY		<u>61,840.10</u>

THE TOWN OF AFTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 31, 2014

FIRE DEPT. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE- FIRE DEPT.</u>					
20-36-57 DONATIONS - FIRE DEPT	440.00	440.00	5,000.00	4,560.00	8.8
20-36-58 MUTUAL AID- FIRE DEPT.	234.00	234.00	600.00	366.00	39.0
20-36-80 INTEREST- FIRE DEPT.	.00	.00	10.00	10.00	.0
TOTAL REVENUE- FIRE DEPT.	674.00	674.00	5,610.00	4,936.00	12.0
TOTAL FUND REVENUE	674.00	674.00	5,610.00	4,936.00	12.0

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

FIRE DEPT. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURE- FIRE DEPT.</u>					
20-57-25 EQUIP/SUPPLIES/MAINT	203.86	203.86	5,000.00	4,796.14	4.1
TOTAL EXPENDITURE- FIRE DEPT.	203.86	203.86	5,000.00	4,796.14	4.1
TOTAL FUND EXPENDITURES	203.86	203.86	5,000.00	4,796.14	4.1
NET REVENUE OVER EXPENDITURES	470.14	470.14	610.00	139.86	77.1

THE TOWN OF AFTON

BALANCE SHEET

JULY 31, 2014

REVENUE- ABA

ASSETS

30-1165 ABA CHECKING ACCOUNT

31,631.20

TOTAL ASSETS

31,631.20

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

30-2980 BALANCE BEGINNING OF YEAR

24,757.47

REVENUE OVER EXPENDITURES - YTD

5,591.74

BALANCE - CURRENT DATE

30,349.21

TOTAL FUND EQUITY

30,349.21

TOTAL LIABILITIES AND EQUITY

30,349.21

THE TOWN OF AFTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 31, 2014

REVENUE- ABA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE- AFTON BUSINESS ASSOC.</u>					
30-36-20 INTEREST- ABA	.00	.00	10.00	10.00	.0
30-36-54 FISH SCRAMBLE	.00	.00	500.00	500.00	.0
30-36-55 EASTER EGG HUNT	60.00	60.00	100.00	40.00	60.0
30-36-56 MISC. REVENUE- ABA	6,753.73	6,753.73	5,000.00	(1,753.73)	135.1
30-36-59 SWIFT CREEK 5K	60.00	60.00	1,000.00	940.00	6.0
30-36-60 CHRISTMAS PROMO	.00	.00	5,000.00	5,000.00	.0
TOTAL REVENUE- AFTON BUSINESS ASSOC.	6,873.73	6,873.73	11,610.00	4,736.27	59.2
TOTAL FUND REVENUE	6,873.73	6,873.73	11,610.00	4,736.27	59.2

THE TOWN OF AFTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 31, 2014

REVENUE- ABA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURE- ABA</u>					
30-61-25 CHRISTMAS PROMOTION	.00	.00	5,000.00	5,000.00	.0
30-61-26 EASTER EGG HUNT	.00	.00	300.00	300.00	.0
30-61-30 4TH OF JULY PARADE	.00	.00	500.00	500.00	.0
30-61-32 MISC. EXPENSE	549.02	549.02	2,000.00	1,450.98	27.5
30-61-33 CRAZY DAYS	732.97	732.97	2,000.00	1,267.03	38.7
30-61-35 SKI SWAP	.00	.00	100.00	100.00	.0
30-61-36 TURKEY TROT	.00	.00	100.00	100.00	.0
TOTAL EXPENDITURE- ABA	1,281.99	1,281.99	10,000.00	8,718.01	12.8
TOTAL FUND EXPENDITURES	1,281.99	1,281.99	10,000.00	8,718.01	12.8
NET REVENUE OVER EXPENDITURES	5,591.74	5,591.74	1,610.00	(3,981.74)	347.3

THE TOWN OF AFTON

BALANCE SHEET

JULY 31, 2014

WATER FUND

ASSETS

51-1190	CASH IN COMBINED CASH FUND	48,940.79	
51-1311	ACCOUNTS RECEIVABLE-WATER	41,925.39	
51-1631	WATER LINES	12,566,761.47	
51-1635	WATER TANK	943,269.00	
51-1637	WATER WELL	893,437.77	
51-1651	MACHINERY AND EQUIPMENT	111,597.30	
51-1710	ACCUMULATED DEPRECIATION	(3,422,841.13)	
	TOTAL ASSETS		<u>11,183,090.59</u>

LIABILITIES AND EQUITY

LIABILITIES

51-2131	ACCOUNTS. PAY- AUDIT ENTRY	17,270.90	
51-2300	BONDS PAYABLE- WATER	727,299.18	
51-2310	BONDS PAYABLE- WATER	201,427.98	
51-2320	BONDS PAYABLE- 2006 SERIES	2,649,000.00	
51-2330	WELL PROJECT LOAN	79,729.51	
	TOTAL LIABILITIES		3,674,727.57

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-2980	BEGINNING OF YEAR	7,507,307.19	
	REVENUE OVER EXPENDITURES - YTD	4,905.92	
	BALANCE - CURRENT DATE		<u>7,512,213.11</u>
	TOTAL FUND EQUITY		<u>7,512,213.11</u>
	TOTAL LIABILITIES AND EQUITY		<u>11,186,940.68</u>

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
51-33-70 BUSINESS COMMITTED GRANT	.00	.00	20,000.00	20,000.00	.0
TOTAL INTERGOVERNMENTAL	.00	.00	20,000.00	20,000.00	.0
<u>UTILITIES</u>					
51-37-10 REVENUE -WATER PENALTIES	332.30	332.30	4,000.00	3,667.70	8.3
51-37-20 CONNECTION FEES	9,000.00	9,000.00	40,000.00	31,000.00	22.5
51-37-90 REVENUE - WATER CHARGES-AFTON	36,480.40	36,480.40	400,000.00	363,519.60	9.1
TOTAL UTILITIES	45,812.70	45,812.70	444,000.00	398,187.30	10.3
TOTAL FUND REVENUE	45,812.70	45,812.70	464,000.00	418,187.30	9.9

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-02 SOURCE OF SUPPLY	125.00	125.00	1,200.00	1,075.00	10.4
51-40-03 CERTIFICATION/ EDUCATION DUES	.00	.00	3,000.00	3,000.00	.0
51-40-04 BUILDING UTILITIES	80.06	80.06	6,000.00	5,919.94	1.3
51-40-05 TRANSMISSION AND DISTRIBUTION	5,027.82	5,027.82	47,000.00	41,972.18	10.7
51-40-06 SHOP MAINT./FUEL PRUCHASES	681.11	681.11	5,000.00	4,318.89	13.6
51-40-07 TELEPHONE	60.00	60.00	1,500.00	1,440.00	4.0
51-40-08 OFFICE SUPPLIES	63.60	63.60	500.00	436.40	12.7
51-40-09 DEBT PMT- SWIFT CREEK HYDRO	23,402.95	23,402.95	23,403.00	.05	100.0
51-40-11 SALARIES & WAGES	3,945.43	3,945.43	40,000.00	36,054.57	9.9
51-40-12 PAYROLL BENEFITS	2,590.12	2,590.12	29,000.00	26,409.88	8.9
51-40-13 SALARY - OVERTIME	.00	.00	5,000.00	5,000.00	.0
51-40-14 POWER/PUMPING	22.55	22.55	2,500.00	2,477.45	.9
51-40-15 VEHICLE REPAIRS & INS. DED.	287.80	287.80	1,500.00	1,212.20	19.2
51-40-20 CHLORINE	4,301.85	4,301.85	7,000.00	2,698.15	61.5
51-40-71 TOOL PURCHASE/EQUIP REPAIR	50.86	50.86	1,000.00	949.14	5.1
51-40-72 STORAGE TANK CLEANING	.00	.00	10,000.00	10,000.00	.0
51-40-73 TESTING SOURCE OF SUPPLY	.00	.00	3,500.00	3,500.00	.0
51-40-74 CAP OUTLAY REMOTE OPER SYSTEM	.00	.00	1,500.00	1,500.00	.0
51-40-76 DEPRECIATION RESERVE	.00	.00	15,000.00	15,000.00	.0
51-40-77 DEBT PMT-RURAL DEV WATER SYS	.00	.00	173,000.00	173,000.00	.0
51-40-81 DEBT PMT- WWDC/ WATER WELL PRO	.00	.00	6,070.00	6,070.00	.0
51-40-82 DEBT PMT. WWDC/WATER SYSTEM	.00	.00	72,835.00	72,835.00	.0
51-40-88 WINDOW LEASE REPAYMENT- UTIL.	267.63	267.63	1,071.00	803.37	25.0
TOTAL EXPENDITURES	40,906.78	40,906.78	456,579.00	415,672.22	9.0
TOTAL FUND EXPENDITURES	40,906.78	40,906.78	456,579.00	415,672.22	9.0
NET REVENUE OVER EXPENDITURES	4,905.92	4,905.92	7,421.00	2,515.08	66.1

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

SEWER FUND

ASSETS

52-1190	CASH IN COMBINED CASH FUND	132,533.52	
52-1311	ACCOUNT RECEIVABLE-SEWER	15,682.78	
52-1641	SEWER PIPE	2,037,437.57	
52-1642	SEWER CELLS	1,297,936.00	
52-1651	MACHINERY AND EQUIPMENT	190,929.18	
52-1710	ACCUMULATED DEPRECIATION	(1,152,659.98)	
	TOTAL ASSETS		<u>2,521,859.07</u>

LIABILITIES AND EQUITY

LIABILITIES

52-2131	ACCOUNTS PAYABLE	6,183.46	
52-2300	BONDS PAYABLE- SEWER	54,500.00	
	TOTAL LIABILITIES		60,683.46

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-2980	BEGINNING OF YEAR	2,460,960.36	
	REVENUE OVER EXPENDITURES - YTD	6,038.87	
	BALANCE - CURRENT DATE		<u>2,466,999.23</u>
	TOTAL FUND EQUITY		<u>2,466,999.23</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,527,682.69</u>

THE TOWN OF AFTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
52-36-40 REVENUE/SEPTIC DUMPING	2,790.00	2,790.00	20,000.00	17,210.00	14.0
52-36-60 REVENUE/RV DUMP	937.00	937.00	3,000.00	2,063.00	31.2
TOTAL MISCELLANEOUS	3,727.00	3,727.00	23,000.00	19,273.00	16.2
<u>UTILITIES</u>					
52-37-30 REVENUE - SEWER CHARGES	6,712.30	6,712.30	88,500.00	81,787.70	7.6
52-37-35 CONNECTION FEES	4,000.00	4,000.00	20,000.00	16,000.00	20.0
TOTAL UTILITIES	10,712.30	10,712.30	108,500.00	97,787.70	9.9
TOTAL FUND REVENUE	14,439.30	14,439.30	131,500.00	117,060.70	11.0

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-02 SEWER LINE CLEANING	150.00	150.00	25,000.00	24,850.00	.6
52-40-05 TRANSMISSION AND DISTRIBUTION	1,715.00	1,715.00	10,000.00	8,285.00	17.2
52-40-06 SHOP AND MAINTENANCE	.00	.00	500.00	500.00	.0
52-40-07 LIFT PUMP/ SVHS	.00	.00	13,500.00	13,500.00	.0
52-40-11 SALARY/WAGES	3,945.42	3,945.42	40,000.00	36,054.58	9.9
52-40-12 EMPLOYEE BENEFITS	2,590.01	2,590.01	29,000.00	26,409.99	8.9
52-40-76 DEPRECIATION RESERVE	.00	.00	10,000.00	10,000.00	.0
TOTAL EXPENDITURES	8,400.43	8,400.43	128,000.00	119,599.57	6.6
TOTAL FUND EXPENDITURES	8,400.43	8,400.43	128,000.00	119,599.57	6.6
NET REVENUE OVER EXPENDITURES	6,038.87	6,038.87	3,500.00	(2,538.87)	172.5

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

WATER LAB FUND

ASSETS

53-1190	CASH ALLOCATION TO OTHER FUNDS		<u>6,278.74</u>	
	TOTAL ASSETS			<u>6,278.74</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
53-2980	BALANCE BEGINNING OF YEAR		6,278.74	
	REVENUE OVER EXPENDITURES - YTD		<u>1,493.06</u>	
	BALANCE - CURRENT DATE			<u>7,771.80</u>
	TOTAL FUND EQUITY			<u>7,771.80</u>
	TOTAL LIABILITIES AND EQUITY			<u>7,771.80</u>

THE TOWN OF AFTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 31, 2014

WATER LAB FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 37</u>					
53-37-19 WATER LAB REVENUES	2,080.00	2,080.00	10,000.00	7,920.00	20.8
TOTAL SOURCE 37	2,080.00	2,080.00	10,000.00	7,920.00	20.8
TOTAL FUND REVENUE	2,080.00	2,080.00	10,000.00	7,920.00	20.8

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

WATER LAB FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 76</u>					
53-76-11 SALARIES & WAGES- WATER LAB	466.00	466.00	4,000.00	3,535.00	11.6
53-76-12 PAYROLL BENEFITS- WATER LAB	45.15	45.15	500.00	454.85	9.0
53-76-73 WATER LAB EXPENSES	76.79	76.79	5,000.00	4,923.21	1.5
TOTAL DEPARTMENT 76	588.94	588.94	9,500.00	8,913.06	6.2
TOTAL FUND EXPENDITURES	588.94	588.94	9,500.00	8,913.06	6.2
NET REVENUE OVER EXPENDITURES	1,493.06	1,493.06	500.00	(993.06)	298.6

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

NIELD STRING WATER FUND

<u>ASSETS</u>		
54-1190	CASH IN COMBINED CASH FUND	136,571.48
54-1311	A/R - NIELD STREAM	4,960.60
		141,532.08
	TOTAL ASSETS	141,532.08
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
54-2131	ACCOUNTS PAYABLE	834.20
54-2200	LOAN PAYABLE- LVE	34,835.81
		35,670.01
	TOTAL LIABILITIES	35,670.01
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
54-2980	BEGINNING OF YEAR	105,862.07
	REVENUE OVER EXPENDITURES - YTD	0.00
		105,862.07
	BALANCE - CURRENT DATE	105,862.07
	TOTAL FUND EQUITY	105,862.07
	TOTAL LIABILITIES AND EQUITY	141,532.08

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

GOLF COURSE FUND

<u>ASSETS</u>		
55-1190	CASH IN COMBINED CASH FUND	(1,427,238.43)
55-1811	LAND	4,812,863.66
55-1821	BUILDING	44,934.00
55-1635	LAND IMPROVEMENTS	2,388,148.92
55-1651	MACHINERY AND EQUIPMENT	459,113.34
55-1710	ACCUMULATED DEPRECIATION	(506,339.36)
TOTAL ASSETS		5,769,482.13
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
55-2131	ACCOUNTS PAYABLE- AUDIT	71,272.78
55-2500	LONG TERM DEBT	46,225.56
55-2510	LONG TERM DEBT	52,878.35
55-2511	CAPITAL LEASE- GOLF EQUIP.#1	10,130.16
55-2512	CAPITAL LEASE-GOLF EQUIP.#2	49,489.69
TOTAL LIABILITIES		229,996.54
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
55-2980	BEGINNING OF YEAR	5,539,485.59
	REVENUE OVER EXPENDITURES - YTD	(14,220.90)
BALANCE - CURRENT DATE		5,525,264.69
TOTAL FUND EQUITY		5,525,264.69
TOTAL LIABILITIES AND EQUITY		5,755,261.23

THE TOWN OF AFTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JULY 31, 2014

GOLF COURSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
55-30-09 GOLF COURSE REVENUE	22,362.23	22,362.23	125,000.00	102,637.77	17.9
TOTAL REVENUES	22,362.23	22,362.23	125,000.00	102,637.77	17.9
TOTAL FUND REVENUE	22,362.23	22,362.23	125,000.00	102,637.77	17.9

THE TOWN OF AFTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2014

GOLF COURSE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
55-40-15 PRO SHOP EMPLOYEES	4,562.00	4,562.00	20,000.00	15,438.00	22.8
55-40-16 PRO SHOP EMPLOYEES- BENEFITS	442.17	442.17	2,500.00	2,057.83	17.7
55-40-17 LEASE PAYMENT- PROPERTY	1,200.00	1,200.00	14,400.00	13,200.00	8.3
55-40-20 REPAIRS/MAINTENANCE	.00	.00	500.00	500.00	.0
55-40-26 TELEPHONE EXP.- PRO SHOP	.00	.00	1,000.00	1,000.00	.0
55-40-28 TRASH REMOVAL- PRO SHOP	75.00	75.00	400.00	325.00	18.8
55-40-30 ELECTRICITY/GAS- PRO SHOP	112.48	112.48	800.00	687.52	14.1
55-40-31 WATER/SEWER	222.00	222.00	800.00	578.00	27.8
55-40-32 ADVERTISING- PRO SHOP	330.00	330.00	5,000.00	4,670.00	6.6
55-40-42 RANGE BALLS- PRO SHOP	.00	.00	500.00	500.00	.0
55-40-45 SOFTWARE- PRO SHOP	12.00	12.00	.00	(12.00)	.0
55-40-46 CLEANING SUPPLIES/ PRO SHOP	27.55	27.55	200.00	172.45	13.8
55-40-47 OFFICE SUPPLIES	19.96	19.96	200.00	180.04	10.0
55-40-48 SUPPLIES/OPERATING- PRO SHOP	30.94	30.94	200.00	169.06	15.5
55-40-50 GOLF CART RENTALS	4,363.63	4,363.63	5,000.00	636.37	87.3
TOTAL DEPARTMENT 40	11,397.73	11,397.73	51,500.00	40,102.27	22.1
 EXPENDITURES					
55-50-05 MAINTENANCE OF BUILDINGS	62.00	62.00	500.00	438.00	12.4
55-50-10 MAINTENANCE OF EQUIPMENT	1,447.87	1,447.87	7,500.00	6,052.13	19.3
55-50-11 SALARY- GOLF COURSE MAINT.	3,846.16	3,846.16	48,200.00	42,353.84	8.3
55-50-12 PUBLIC WORKS GOLF BENEFITS	2,556.77	2,556.77	28,000.00	25,443.23	9.1
55-50-13 SEASONAL HELP- GOLF COURSE	5,693.13	5,693.13	18,000.00	12,306.87	31.6
55-50-14 SEASONAL BENEFITS- GOLF COURSE	553.60	553.60	4,000.00	3,446.40	13.8
55-50-15 FOOTGOLF SUPPLIES & EXP.	1,421.28	1,421.28	.00	(1,421.28)	.0
55-50-20 TELEPHONE	30.00	30.00	360.00	330.00	8.3
55-50-25 UTILITIES	1,201.79	1,201.79	12,000.00	10,798.21	10.0
55-50-30 LANDSCAPING - SEED AND TREES	.00	.00	1,000.00	1,000.00	.0
55-50-35 IRRIGATION SYSTEM MAINT.	.00	.00	2,500.00	2,500.00	.0
55-50-55 SAND	880.11	880.11	11,000.00	10,119.89	8.0
55-50-60 FERTILIZER	3,472.00	3,472.00	15,000.00	11,528.00	23.2
55-50-61 FUNGICIDE	.00	.00	6,000.00	6,000.00	.0
55-50-65 SUPPLIES	54.80	54.80	1,000.00	945.20	5.5
55-50-70 DRY CREEK IRRIGATION ASSESMEN	.00	.00	1,200.00	1,200.00	.0
55-50-80 CAPITAL OUTLAY	.00	.00	10,000.00	10,000.00	.0
55-50-81 EDUCATION/ TRAINING	365.00	365.00	1,000.00	635.00	36.5
55-50-83 FUEL	3,600.89	3,600.89	10,000.00	6,399.11	36.0
TOTAL EXPENDITURES	25,185.40	25,185.40	175,260.00	150,074.60	14.4
 TOTAL FUND EXPENDITURES	 36,583.13	 36,583.13	 226,760.00	 190,176.87	 16.1
 NET REVENUE OVER EXPENDITURES	 (14,220.90)	 (14,220.90)	 (101,760.00)	 (87,539.10)	 (14.0)

THE TOWN OF AFTON
BALANCE SHEET
JULY 31, 2014

GENERAL FIXED ASSETS

<u>ASSETS</u>			
91-1611	LAND	1,386,221.15	
91-1612	CONSTRUCTION IN PROGRESS	429,974.00	
91-1617	INTANGIBLE ASSET	288,091.53	
91-1621	BUILDINGS	5,578,319.85	
91-1651	MACHINERY AND EQUIPMENT	2,576,213.65	
91-1671	INFRASTRUCTURE- STREETS	3,520,273.23	
91-1672	INFRASTRUCTURE- BRIDGES	14,087.00	
91-1673	INFRASTRUCTURE - OTHER	46,549.38	
91-1711	ACCUM. DEP. - BUILDINGS	(1,305,039.08)	
91-1712	ACCUM. DEP.- EQUIPMENT	(1,455,143.99)	
91-1713	ACCUM. DEP.- INFRASTRUCTURE	(1,567,903.21)	
	TOTAL ASSETS		<u>9,511,643.51</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
91-2200	ACCRUED LEAVE PAYABLE	112,500.00	
91-2250	CAPITAL LEASE- SWEEPER	44,849.74	
91-2251	CAPITAL LEASE- DUMP TRUCK	25,676.14	
91-2300	NOTE PAYABLE- ALLEY	214,986.84	
	TOTAL LIABILITIES		398,012.72
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
91-2980	BEGINNING OF YEAR	9,113,630.79	
	REVENUE OVER EXPENDITURES - YTD		
	BALANCE - CURRENT DATE	<u>9,113,630.79</u>	
	TOTAL FUND EQUITY		<u>9,113,630.79</u>
	TOTAL LIABILITIES AND EQUITY		<u>9,511,643.51</u>

Consultant Services Policy for [Town of Afton]

This policy establishes procedures and standards to be followed when consultant services are required for a project using federal funds obtained through the Wyoming Department of Transportation (WYDOT), and the services of consulting engineers, architects, surveyors, and other professionals are utilized to supplement [Town of Afton] personnel or provide services that [Town of Afton] is not equipped or staffed to produce.

Whenever the word *consultant* is used in this policy, it means engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.

In this policy, architectural or engineering related projects shall be defined in accordance with United States Code (USC), Title 40, Chapter 11, Selection of Architects and Engineers, Section 1102(2) (Brooks Act) which states:

The term “architectural and engineering services” means:

- (A) professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
- (B) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
- (C) other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

The following requirements apply to all consultant services agreements where the total contract costs are equal to or greater than the simplified acquisition threshold (23 CFR 172, Section 172.5[a][2]; 41 USC 403, Section 11). Section XII, Miscellaneous, of this policy describes how procedures may differ when the total contract costs are less than the simplified acquisition threshold.

I. Scope of Services and Fee Estimate

[Town of Afton] shall prepare a preliminary scope of work and fee estimate for the proposed services noting any extraordinary evaluation factors to be used in the selection process.

II. Consultant Selection

After [Town of Afton] prepares the internal preliminary scope of work and fee estimate, the process of selecting a specific consultant may begin.

A. Soliciting Consultants. There are three methods of soliciting consultants:

- 1. The WYDOT Consultant Registry.** This method works well for traditional consultant work types. Based on criteria listed by [Town of Afton], the WYDOT Engineering Services office generates a long list of all potential consultants from the WYDOT consultant registry. The selection committee may reduce this list at their discretion to create a short list of three or more eligible firms. If [Town of Afton] wants to consider additional firms not shown on the registry, they may consider Method 2 or 3 below.
- 2. Project-Specific Statements of Interest.** This method may be used when the work type is unconventional and the WYDOT consultant registry does not contain a sufficient number of firms known to be qualified in the work needed. Firms may be solicited by [Town of Afton] through an advertisement or in industry publications. Firms may also be solicited based on their information in the WYDOT registry or on their reputation in the appropriate industry. The objective is to develop an adequate number of firms to ensure a competitive selection. The solicitation should ask the firms to respond directly to project-related factors set by [Town of Afton].
- 3. Requests for Proposal (RFP).** This is the most formal method and will be directed by [Town of Afton]. An RFP may be used when there is a lack of sufficient candidates available from WYDOT's consultant registry, specialty services are required, the scope of work is undefined enough to encourage value-driven ideas from prospective consultants, or at the discretion of [Town of Afton]. For each project, the selection team will determine specific details related to the solicitation and selection processes.

B. Evaluation and Selection. The following items apply to the evaluation and selection process:

1. **Selection Committee.** [Town of Afton] appoints a committee to select a consultant. The selection committee consists of at least three members, but generally not more than five. Each member shall ensure that he or she has no possible conflict of interest that may influence the selection process. If such a conflict of interest exists, or could exist, that member shall be excused from the selection committee.

2. **Evaluation Factors.** The selection committee shall consider the selection in light of the preliminary scope of work and fee estimate previously established by [Town of Afton]. Factors used to select consultants for the short list and for final evaluation and ranking **may** include the following items:
 - a. Experience of the firm in the work needed
 - b. Qualifications of the firm's personnel
 - c. Previous performance by the firm
 - d. Knowledge about the project
 - e. Special product delivery requirements (such as computer hardware or software)
 - f. Workload with other clients (if known)
 - g. Location (In-state or out-of-state consultant location cannot be a factor, but proximity to the project is an allowable factor.)

At the selection committee's option, additional factors may also be used.

3. **Selection by Scoring and Ranking.** To determine the final selection, the committee ranks the consultants being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant is not qualified, the committee may eliminate the consultant from further consideration. The following items should be considered to determine if a consultant is minimally qualified:
 - a. The consultant shall have an exemplary ethical and professional reputation.

- b. Individuals the consultant employs shall possess the levels of education, training, and experience necessary to perform the required services satisfactorily.
- c. If the consultant will be engaged to perform engineering, surveying, or architectural services for [Town of Afton], the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.
- d. The consultant shall be established in the area of expertise for which the firm is being considered, with recent experience in a responsible role.

4. Miscellaneous

- a. For architectural or engineering related projects, the selection must be qualification-based. Therefore, [Town of Afton] shall not solicit fee proposals before the consultant selection. If an RFP process is used, fee proposals may be requested in separate sealed envelopes, and only the selected firm's fee proposal will be opened **after** the selection is complete.
- b. For projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.

III. Approval of Consultant

After the selection committee has made its choice, [Town of Afton] shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

IV. Pre-Negotiation Audit Evaluation

Pre-negotiation audits may be performed by WYDOT Internal Review on consultants working on architectural-engineering projects who do not already have a cognizant audit performed by a federal or state agency in accordance with the Federal Acquisition Regulation (48 CFR 31). An audit report or comparable correspondence will be provided by Internal Review to [Town of Afton] for use in negotiating the agreement.

V. Basis of Compensation

The method of payment to compensate the consultant shall be set forth in the agreement. It may be a single method for all work or may involve different methods for different elements of the work. The following methods shall be used:

- A. Cost Plus Profit Percentage.** Actual costs payable are the direct labor established in the agreement plus direct reimbursable expenses. Billing rates established in the project agreement shall be used for all billings. The consultant may request a revision of the base wage rates without a change order if pay raises take effect before the agreement is concluded. Revisions to any other billing rates require a change order. A maximum amount payable (cost-not-to-exceed) for the agreement shall be established.
- B. Lump Sum.** May be used when the extent of work can be accurately established and a cost estimate can be evaluated in advance with reasonable accuracy.
- C. Unit of Work Payment.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable shall be established. This method is often used for work with established standards for commercial rates.

Periodic progress payments shall be made for work satisfactorily completed based on invoices submitted to [Town of Afton].

VI. Duration of the Agreement

All consultant agreements shall contain a clause stipulating a specific number of calendar days or a calendar date by which all required services shall be completed.

If the consultant is unable to complete the work within the time limits specified in the agreement, [Town of Afton] may authorize a schedule modification after receiving the consultant's written request showing sufficient justification for an extension. In some cases, [Town of Afton] may initiate the schedule modification itself, especially when [Town of Afton] has delayed the project.

Schedule modifications may require a contract modification as specified in Section X, Contract Modifications, of this policy. If required, the change order shall specify an additional number of calendar days or a revised deadline for completing the required services.

[Town of Afton] reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by [Town of Afton], and not the

labor hours billed. [Town of Afton] will notify the consultant of such termination in writing.

VII. Provisions in the Agreement

Consultant agreements shall contain all of the required federal provisions and/or administrative clauses listed in Attachment 1 of this policy as General Provisions. The General Provisions shall also apply to all subconsultants engaged by the Consultant.

Provisions for determining the extent to which a consultant may be reasonably liable for costs resulting from errors or deficiencies in design will be addressed on a project-by-project basis as necessary.

VIII. Negotiating the Final Cost Proposal

After a consultant has been selected and a scope of work developed, [Town of Afton] begins negotiations with the consultant for a final cost proposal. The draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that consultant selection is subject to negotiating a satisfactory agreement for terms and fees, and that [Town of Afton] assumes no obligation to the consultant until the agreement is executed.

The use of subconsultants is allowed only with written approval from [Town of Afton] of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal and include a cost for that portion of the work. [Town of Afton] may request a detailed proposal for the subconsultant work to include proposed rates. These rates will be evaluated for reasonableness.

[Town of Afton] reviews the consultant's fee proposal, compares it to the cost estimate done by [Town of Afton], and carefully reviews the proposal details. The consultant's estimate for completing the work is also reviewed to determine if the established time schedule permits completing the work in the time required by [Town of Afton]. If the consultant's proposed fee is acceptable, the agreement is finalized and executed.

If the consultant's proposed fee varies substantially from the estimate done by [Town of Afton], the items of variance are identified and discussed in order to resolve them. After agreeing on the terms and fees, the consultant submits a revised proposal to support the fee. [Town of Afton] shall maintain sufficient documentation to constitute a record of negotiations.

If the consultant and [Town of Afton] cannot reach a satisfactory agreement, [Town of Afton] will cease negotiations with the consultant. After notifying the consultant, [Town of Afton] may begin the process over with the next highest ranked consultant or, at the

option of [Town of Afton], initiate a new selection process.

IX. Executing the Agreement

[Town of Afton] prepares the final agreement for execution by all parties.

All contracts shall be forwarded to the WYDOT grant administrator for approval before execution.

Pursuant to appropriate approval of the agreement by all concerned, [Town of Afton] will notify the consultant in writing to commence work. This document is referred to as the “Notice to Proceed.”

X. Contract Modifications

If changes are required in the specific scope, complexity, or quantity of the work to be performed, or if changes causing an increase or decrease in the cost or time for performance are required, an equitable adjustment in fees and/or contract time shall be negotiated between the parties. The agreement shall then be amended accordingly by [Town of Afton].

Work shall not begin on any change in services until the change order describing such services and fee has been executed. Services performed without prior request and approval are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

XI. Final Performance Evaluation

When the consultant services specified in the agreement are completed and accepted, [Town of Afton] shall prepare a memorandum evaluating the consultant’s performance. This evaluation should consider such factors as the consultant’s performance on specific aspects of the work, promptness in meeting schedules and deadlines, cooperation with [Town of Afton], and overall performance on the project. A copy of this memorandum shall be furnished to the consultant with space provided for consultant comments on the appraisal.

XII. Miscellaneous

A. When [Town of Afton] requires consultant services costing less than the simplified acquisition threshold, the following requirements apply.

An informal consultant selection can be made by [Town of Afton] utilizing a consultant list obtained from the WYDOT Engineering Services office or other sources. A minimum of three firms should be considered. For architectural or

engineering related projects, the selection must be qualification-based.

A detailed scope of work shall be prepared (often by the consultant). The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The scope, fee proposal, and duration of agreement information will be forwarded to [Town of Afton], which will prepare an agreement and obtain the WYDOT grant administrator's approval prior to execution.

Execution of the agreement will follow the normal procedure. In no case shall subsequent change orders be permitted to cause the total fee to exceed the simplified acquisition threshold.

- B. Prior WYDOT and FHWA approval is necessary before hiring a consultant to act in a management role for [Town of Afton].
- C. [Town of Afton] shall maintain a correspondence file for each consultant services agreement documenting all aspects of the selection, negotiation, administration, and appraisal processes. [Town of Afton] will retain such records for at least three years following agreement completion or termination.

References: 23 CFR 172, Administration of Engineering and Design Related Service
 Contracts
 40 USC 11, Sections 1101-1104, Selection of Architects and Engineers
 41 USC 403, Section 11, Simplified Acquisition Threshold
 48 CFR 31, Contract Cost Principles

SCOTTSDALE INDEMNITY COMPANY
8877 N. GAINES CENTER DRIVE
SCOTTSDALE AZ 85258

NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: HUBINTE581

TOWN OF AFTON FIRE DEPARTMENT
416 WASHINGTON STREET
AFTON WY 83110

HUB INTERNATIONAL MOUNTAIN STATES, LTD.
5420 YELLOWSTONE ROAD, SUITE ONE
CHEYENNE WY 82009

Policy No.: WAI0002998
Type of Policy: COMMERCIAL AUTO
Date of Expiration: 09/12/2014; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: See attached Notice to Policyholder

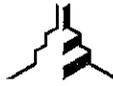
Named Insured

TOWN OF AFTON FIRE DEPARTMENT
416 WASHINGTON STREET
AFTON WY 83110

Date Mailed:
9th day of July, 2014



AUTHORIZED REPRESENTATIVE



SCOTTSDALE INSURANCE COMPANY®

National Casualty Company

Scottsdale Indemnity Company

SCOTTSDALE

SURPLUS LINES INSURANCE COMPANY

NOTICE TO POLICYHOLDER

We would like the opportunity to quote the renewal of your Public Entity insurance policy. Please contact your local agent for an application.

The following changes may take place in addition to any changes that you request on your application:

CERTIFIED ACTS OF TERRORISM COVERAGE:

You may be required to elect or reject coverage for Certified Acts of Terrorism for your policy prior to binding coverage. An additional premium may be charged if coverage is provided.

AFTON TOWN COUNCIL MEETING
JULY 8, 2014
4:00 P.M.

Mayor Londa A. Hillyard called the regular meeting of the Afton Town Council to order at 4:00 p.m. and welcomed all of those in attendance.

Those present included Mayor Loni Hillyard, Councilman Jerry Hansen, Councilman Kevin Kilroy, Councilman Jason C. Inskeep, Councilman Bill Hoopes, Town Attorney Spencer Allred, Town Administrator Hyun Kim, Town Clerk Lisa Hokanson, Afton Police Chief Randy Haderlie, Golf Course Director Bryce Burton, Director of Public Utilities Larry Lancaster, Director of Public Works Joshua Peavler, Town Treasurer Heather Warren, and Afton Planning and Zoning Board Chairman David Dory. Others present included Jason Linford, Sarah Hale, Morgan Nelson, Addie Vigil, Joel Neuenschwander, Eric Byan, Joni Moffett, Linda Hedges, Marlowe Scherbel, and Elly Rainey.

Mayor Hillyard led those present in the Pledge of Allegiance.

Afton Police Chief, Randy Haderlie, presented the Afton Municipal Court Docket and the calls of service for June, 2014. He advised that the testing and interviews for the hiring of a police officer would be held this month.

Mr. Bryce Burton, Golf Course Director, discussed the golf carts that are available at the course. He advised that in previous years, the Town has been renting carts for the season. He asked that the Council consider approving the purchase of ten used carts in the amount of \$21,100.00 with the lease to be paid off within the next four years. At the call of the Mayor, Councilman Inskeep made a motion to purchase the ten used carts as presented with the possibility to pay off the entire lease amount in the 2014/2015 fiscal year. Councilman Hansen seconded the motion. Motion carried.

Mr. Burton asked that the Council consider donating four rounds of golf with a cart to the golf course located in Laramie, Wyoming, for a door prize. The Council agreed to this matter with the condition that the passes be used this season.

Mr. Joshua Peavler, Director of Public Works, discussed the State's right of way pertaining to the sidewalks located in Afton. He advised that the State does not allow businesses to place items on the sidewalks. After some discussion, the Council determined that it be the State's responsibility to monitor this issue to determine that the businesses are in compliance.

Mr. Peavler discussed the new sidewalks on Main Street and his concern about businesses putting salt on them in the winter months that may cause damage. He advised that he would continue to research this further to determine the best options that are available to alleviate any damage.

Mr. Peavler reported that the water lab department went slightly over budget in the previous fiscal year. He advised that the lab is an important asset for the Town and for the valley. It was determined that the water testing rates will remain the same and this matter will continue to be monitored before further action is taken.

Mr. Peavler advised that a homeowner located on Twin Cliffs Road had requested that the Town consider paving the road that goes to their property. It was determined that the homeowner would be responsible to pave the road or to form a special improvement district if they choose to have the road paved.

Mr. Peavler discussed the drinking fountain located on Main Street. He presented a bid from Kornerstone Masonry in the amount of \$2,850.00 for services to rock and complete this

item. At the call of the Mayor, Councilman Kilroy made a motion to accept the bid as presented, seconded by Councilman Hoopes. Motion carried.

Mr. Peavler presented a bid from Kornerstone Masonry for services pertaining to the bases of the Elkhorn Arch located on Main Street in the amount of \$2,700.00. At the call of the Mayor, Councilman Hoopes made a motion to accept the bid as presented, seconded by Councilman Inskeep. Motion carried.

Mr. Peavler updated the Council on the Main Street paving project. He advised that the current meridian strip would be removed and a new one would be built that would be recessed and level with the street. The Council thanked the Highway Department for allowing the activities to be held on Main Street for the July 4th weekend. The Council also thanked WYDOT for replacing the sidewalks in Afton as well as re-paving Highway 89 throughout the Town.

Mr. Larry Lancaster, Director of Public Utilities, advised the Council that one of the two pumps located at the high school lift station cannot be repaired and a new pump needs to be purchased. He stated that the cost of a new pump is approximately \$16,000.00. At the call of the Mayor, Councilman Hansen made a motion to approve the purchase of a new pump, seconded by Councilman Hoopes. Motion carried.

Discussion was held regarding a request for a 20-foot utility and access easement at the Afton- Lincoln County Airport. After some discussion, it was determined that a deeded easement would not be granted but the Town would draft a memorandum of understanding for this purpose.

Ms. Morgan Nelson and Ms. Addie Vigil, Town of Afton Interns, presented a funding request for advertising of the Intermittent Springs. They asked that the Council consider funding a full-page ad in the Wyoming Official Travelers Journal. They advised that with the Council's approval, they would request the advertising funds from the Afton Tourism Board. It was determined that they will work with the Star Valley Chamber of Commerce on this project to coordinate it with their ads.

Discussion was held on the Swift Creek Canyon Road. It was determined that Mr. Peavler will contact Lower Valley Energy to determine if they would be willing to help with the costs of maintaining the road. He will report back to the Council with his findings.

Ms. Joni Moffett, Star Valley Chamber of Commerce Executive Director, discussed the lease agreement between the Town of Afton and the Chamber. She thanked the Council for allowing them to use an office in the Afton Civic Center over the last several years. She advised that the annual dues for the Town are set at \$1,500.00 annually. The Chamber requested \$750.00 in trade for housing their office at the center with the remaining \$750.00 in dues to be paid to the Chamber to continue to promote Star Valley. She presented the advantages and benefits of housing the Chamber at the Civic Center. At the call of the Mayor, Councilman Hansen made a motion to authorize the Star Valley Chamber of Commerce to use the Civic Center for office space as well as fund the Chamber \$750.00 as requested with the lease to be reviewed on an annual basis. Councilman Inskeep seconded the motion. Motion carried.

Mrs. Linda Hedges, representing Relay for Life, asked that the Council consider donating monies to be used at the upcoming event. The Council requested that Mrs. Hedges fill out an independent contract agreement form in the future at which time the Council would consider the request.

Mr. David Dory, Afton Planning and Zoning Board Chairman, presented a simple subdivision application submitted by Surveyor Scherbel on behalf of Peggy Elaine McJunkin and the Boyd R. Nield and Paula A. Nield Revocable Trust. The property is described as part of

Lot 1 and Lot 2 of Block 10 of the Original Townsite of Afton within the NE1/4SW1/4 and the SE1/4NW1/4 of Section 30, T32N R119W, Lincoln County, Wyoming. Mr. Dory advised that the applicants requested to adjust their boundaries on the possession lines rather than the deed lines. No new lots would be created. He advised that the Planning and Zoning Board approved the application as presented.

Mr. Dory presented a simple subdivision application (boundary adjustment) submitted by Surveyor Scherbel on behalf of Bruce H. and Susan J. Wallace and Justin Ray and Hillary Ann Guzman. The property is located in Lots 6 and 7 of Block 18 2nd Addition to the Town of Afton, in the NE1/4SE1/4 of Section 25, T32N R119W, Lincoln County, Wyoming. The applicants have requested to adjust the boundary between Lot 6 and Lot 7 of Block 18 2nd Addition. No new lots would be created. He advised that the Planning and Zoning Board approved the application as presented.

Mr. Hyun Kim, Town Administrator, presented the financial statements for the period ending June 30, 2014.

Mr. Kim updated the Council on the proposed new LDS Temple to be built in Afton. He advised that he has not received notice of an official groundbreaking as of to date and no building permit application has been submitted. He stated that the Town has the appropriate water line size available for fire suppression as well as the appropriate sewer lines that would be needed for the building. The Council expressed that they are very supportive of the project and are looking forward to working with those involved on this matter.

Mr. Kim discussed the cowboy benches that were previously located on Main Street. He stated that the benches would not be placed back on the sidewalks due to the fact that they have been damaged each time they have been moved. He advised that he has received requests from individuals to purchase the benches. It was determined that the Town will advertise the benches as surplus property.

Mr. Kim discussed the funding plan for the upcoming year's infrastructure projects pertaining to the in-kind match requirements. He asked that the Council consider approving the plan as presented. The Council thanked the Town representatives for their efforts in securing a \$3.3 million grant for infrastructure projects on behalf of the Town.

Mr. Kim advised that the Fourth of July Town picnic held at Star View Park was a success. Mayor Hillyard thanked all of those involved in the pancake breakfast, Heritage Hall of Fame, and the Fourth of July parade.

Ms. Elly Rainey addressed the Council pertaining to potbelly pigs. She stated that she recently purchased a home in Afton and was informed that pigs were not allowed in Afton. She asked that the Council consider potbelly pigs as pets. The Council advised her that the Town has laws in effect that state that pigs are not allowed in Town. She thanked the Council for their consideration and advised that she would find a new location for the pig.

Mr. Spencer Allred, Town Attorney, discussed building permit fees pertaining to commercial buildings. The fees for commercial building permits are currently set at \$100.00. He advised that the developer covers the engineering costs but the Town only collects \$100.00 for any additional costs that may accrue with issuing the permit. It was determined that Mr. Allred will draft an ordinance for the Council's review pertaining to this matter.

At the call of the Mayor, Councilman Inskeep made a motion to go into executive session at 6:35 p.m. to discuss personnel issues, contract issues, and legal issues. Councilman Hoopes seconded the motion. Motion carried.

At the call of the Mayor, Councilman Inskeep made a motion to reconvene the regular meeting of the Afton Town Council at 7:50 p.m. Councilman Hoopes seconded the motion. Motion carried. Personnel issues, contract issues, and legal issues were discussed with no action taken.

Mayor Hillyard called for the review of the consent agenda, which included:

1. Approval of the funding plan for the upcoming year's infrastructure projects
2. Approval of the minutes from the regular Afton Town Council Meeting held June 10, 2014
3. Approval of the business licenses and building permits for June, 2014

At the call of the Mayor, Councilman Inskeep made a motion to approve the consent agenda as presented, seconded by Councilman Hansen. Motion carried.

Mayor Hillyard presented the bills against the Town of Afton for the period ending June 30, 2014. At the call of the Mayor, Councilman Inskeep made a motion to approve the bills against the Town of Afton as presented. Councilman Hoopes seconded the motion. Motion carried.

The bills against the Town of Afton for the period ending June 30, 2014, are as follows:

Lancaster, Larry- Reimbursement Exp.	\$ 30.00
Allred Radio- Service & Supplies	558.50
Corson Repairs- Repairs	71.70
McDonald, Dennis- Reimbursement Exp.	30.00
Intermountain Traffic- Signs	771.90
Wyoming State Firemen Association- Mutual Aid	810.00
Dry Creek Enterprises- Services	245.00
Call Ready Mix- Supplies	498.46
Blue Cross Blue Shield of Wyoming- Insurance	14,678.49
Chevron & Texaco Card Service- Fuel Exp.	204.90
Valley Auto- Parts & Supplies	238.97
Lantis Fireworks- Fireworks	2,600.00
L.N. Curtis & Sons- Supplies	2,415.40
Energy Laboratories- Water Testing	130.00
Hillyard, Rodd- Reimbursement Exp.	30.00
Hastings Hardware- Parts & Supplies	461.09
Hi Mountain Floral & Greenhouse- Services	35.00
Hunky's Technical Service- Services	388.50
Hansen Oil Company- Fuel Exp.	2,129.66
Lincoln County Sheriffs Office- Communications	1,648.00
Lower Valley Energy- Electricity Exp.	5,562.31
Maverik Card Services- Fuel Exp.	1,247.11
Nield, Farrell- Reimbursement Exp.	30.00
Peavler Mountain Star, Inc.- Services, Parts & Supplies	35,529.37
Postage By Phone- Postage Exp.	700.00
Petty Cash- Town of Afton- Misc. Exp.	34.38
Silver Star Telephone- Supplies, Telephone, & Cellular Exp.	1,646.75
Caselle- Software Support	612.67
Star Valley Independent- Public Notices	1,649.63
Sunrise Engineering, Inc.- Services	4,487.00

Printstar- Service & Supplies	556.02
Wyoming Workers Compensation- Workers Comp.	1,539.35
Wyoming Retirement Systems- Retirement	7,134.82
NCPERS Wyoming- Payroll Deduction	112.00
Volunteer Fireman's Retirement Fund- Pension Fund	437.50
Wyoming Association of Sheriff & Chief- Membership Dues	50.00
Big O Tires- Repairs	23.99
Custom Image Auto Body- Services	370.00
Tri Star Building Supply- Rental Exp.	110.00
Bank of Star Valley- FICA & Fed/W	15,607.92
Diamond "2" Plumbing- Repairs	387.00
Matthew Bender & Co., Inc.- Supplies	149.71
Valley Sanitation- Trash Removal	869.50
Wells Fargo Remittance Center- Supplies & Travel Exp.	3,949.91
Afton Business Association- Funding	6,353.73
Major, David- Reimbursement Exp.	30.00
Office Depot- Supplies	318.73
Peavler, Joshua- Reimbursement Exp.	30.00
Gardner's Country Store- Fuel Exp.	1,593.66
High Country Linen- Service & Supplies	306.30
Freedom Mailing Services- Services	443.86
Valley Office Systems- Lease Payment	253.60
Foster Field Service LLC- Service & Parts	411.20
Alan's Specialty Prints & Frames- Services	884.75
Gallo's Laser Engraving- Services	149.25
National Diagnostics Inc.- Services	25.95
Bowers Law Firm- Legal Services	3,731.25
Wilbur-Ellis Company- Supplies	413.00
Front Range Fire Apparatus- Parts	164.91
Burton, Bryce- Reimbursement Exp.	30.00
Mobile Golf Services- Services	128.53
Diversified Property Holdings- Lease Payment	1,200.00
Great-West Trust Company- Payroll Deduction	470.00
Clark Wireless- Supplies	750.00
Broulim's- Supplies	459.47
Kim, Hyun- Reimbursement Exp.	30.00
SA-SO- Supplies	72.95
Vision Service Plan- Insurance	211.32
Wyoming Educators Benefit Trust- Insurance	49.50
B & H Auto Repair LLC- Repairs	465.39
Pead, Lisa- Services	320.00
Radwell International, Inc.- Parts	832.00
Payroll	66,753.73

Mayor Hillyard presented Resolution 2014-06, a resolution authorizing submission of a Consensus List Block Grant application to the State Loan and Investment Board on behalf of the Governing Body of each of the municipalities within Lincoln County and for Lincoln County.

At the call of the Mayor, Councilman Inskip made a motion to pass Resolution 2014-06 as presented, seconded by Councilman Hoopes. Motion carried.

Mayor Hillyard presented Ordinance 626 for second reading, an ordinance pertaining to the water enterprise Town codes and the setting of a water rate structure based upon demand and consumption charges. At the call of the Mayor, Councilman Kilroy made a motion to pass Ordinance 626 on second reading, seconded by Councilman Hansen. Motion carried.

Mayor Hillyard presented Ordinance 627 for second reading, an ordinance amending Town Code Title 18, Chapter 4, Section 1, increasing the fee for licensing dogs within the Town of Afton to become effective after third and final reading. At the call of the Mayor, Councilman Kilroy made a motion to pass Ordinance 627 on second reading, seconded by Councilman Inskip. Councilman Hansen voted nay. Motion carried.

Discussion of the current eight-mil levy for the Town was discussed. At the call of the Mayor, Councilman Inskip made a motion to request eight mills as it is set at currently. Councilman Hoopes seconded the motion. Motion carried.

Discussion of the lifetime golf passes was held regarding an individual point of contact. It was determined that Mr. Kim will be the Town's designated point of contact pertaining to this matter.

In accordance with the provision of Wyoming Statutes §15-1-110, the name, position, and gross monthly salary excluding overtime and not including benefits such as health insurance and retirement of the chief administrative officials, department heads, and elected officials are published. In addition, the gross monthly salary for each full time employee excluding overtime, employed by the Town of Afton without the name of the employee, excluding benefits such as health insurance and retirement are as follows:

R. Haderlie, Police Chief	\$4,766.67
Police Sergeant	\$4,929.92
Police Officer	\$3,670.00
L. Lancaster, Director of Public Utilities	\$4,668.33
J. Peavler, Director of Public Works	\$4,668.33
B. Burton, Golf Course Director	\$4,166.67
Maintenance	\$3,850.00
Maintenance	\$3,850.00
H. Kim, Town Administrator	\$6,250.00
L. Hokanson, Town Clerk	\$3,930.83
H. Warren, Town Treasurer	\$3,798.33
L. Hillyard, Mayor	\$ 500.00
K. Kilroy, Councilman	\$ 100.00
B. Hoopes, Councilman	\$ 100.00
J. Inskip, Councilman	\$ 100.00
J. Hansen, Councilman	\$ 100.00

At the call of the Mayor, Councilman Kilroy made a motion to adjourn the regular meeting of the Afton Town Council, seconded by Councilman Hansen. Motion carried. The regular meeting adjourned at 8:15 p.m.

The next regular meeting of the Afton Town Council will be held on Tuesday, August 12, 2014, at 4:00 p.m. at the Afton Town Hall.

Londa A. Hillyard, Mayor

(ATTEST:)

/s/ Lisa Hokanson, Afton Town Clerk

Publish July 23, 2014.

TOWN OF AFTON
BUILDING PERMITS ISSUED JULY, 2014

Emily Cramer – 7 Airport Rd #45 – Airplane Hanger –VOIDED – NO LONGER BUILDING
Alan Stauffer – 446 Adams St – Addition to side of garage
Layna Haderlie – 522 Madison St – Vinyl Fence & Cleary Garage
Kellen Lancaster – 100 W Rocky Rd – 36x60 storage building
Pauline Frome – 515 Papworth Lane – New garage attached to house

TOWN OF AFTON
NEW BUSINESS LICENSES ISSUED JULY, 2014

Platinum Dry Cleaners – Dave Parsons – 649 S Washington
Tyler Glass – Donovan Tyler – Temporary License
Batter Up – Chance & Callie Warren – Temporary License
Lulu's Snack Bar – Abby Johnson – Temporary License
Michna Surplus – Temporary License

BUSINESS LICENSES RENEWED JULY, 2014

Courtesy Ford	Johnson's Taxidermy
Once Upon A Childhood	Bighorn Remodeling
Dave's Barber Shop	Wyoming Traders
JP's Water & Sewer	Mike's Sign & Graphics
Appraisal Services	Country Kitchen Catering
Cowboy Plumbing & Heating	Food For Thought
Wells Fargo	Adventure Kids
Family Dollar	Sanderson Law Office
All Star Auto Parts	SV Floor Covering
SV Dental	Timberline Taxidermy
Busy Bear Preschool	Pioneer Anglers
Lawson Aero	Bruce Davis
Diamond V Heating	Fireline Sprinkler Corporation
Laird Construction	Hi Country Inn

BILLS AGAINST THE TOWN OF AFTON
FOR THE PERIOD ENDING
JULY 31, 2014

BILLS	\$	240,151.76
PAYROLL	\$	<u>64,846.40</u>
TOTAL	\$	304,998.16

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
23								
23	AFTON/LIN. CO. AIRPORT BOA	0714	FISCAL YEAR BUDGETED FUN	07/31/2014	55,000.00	.00		
	Total 23:				55,000.00	.00		
43								
43	LANCASTER, LARRY	0714	CELL PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
	Total 43:				30.00	.00		
57								
57	HOOPES, BILL	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 57:				400.00	.00		
123								
123	MCDONALD, DENNIS	0714	CELL PHONE REIMB.- FIRE DE	07/15/2014	30.00	.00		
123	MCDONALD, DENNIS	0714A	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 123:				430.00	.00		
124								
124	JOHNSON, KIPP	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 124:				400.00	.00		
129								
129	KING'S OF AFTON	2308	SUPPLIES	07/31/2014	7.99	.00		
	Total 129:				7.99	.00		
130								
130	ROBINSON, ALVIN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 130:				400.00	.00		
131								
131	IDEXX DISTRIBUTION, INC.	279759231	SUPPLIES- WATER LAB	07/18/2014	141.04	.00		
131	IDEXX DISTRIBUTION, INC.	279828450	CREDIT- WATER LAB	07/31/2014	64.15-	.00		
131	IDEXX DISTRIBUTION, INC.	279828452	CREDIT- WATER LAB	07/31/2014	7.90-	.00		
131	IDEXX DISTRIBUTION, INC.	279828453	CREDIT- WATER LAB	07/31/2014	5.95-	.00		
	Total 131:				63.04	.00		
134								
134	RICH, REX	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 134:				400.00	.00		
17								
187	DRY CREEK ENTERPRISES, IN	18404	SERVICES- GOLF COURSE	07/31/2014	111.00	.00		
187	DRY CREEK ENTERPRISES, IN	18411	SERVICES- BALLFIELDS	07/31/2014	202.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
187	DRY CREEK ENTERPRISES, IN	18536	SERVICES- GOLF COURSE	07/31/2014	111.00	.00		
187	DRY CREEK ENTERPRISES, IN	18546	SERVICES- BALLFIELDS	07/31/2014	202.00	.00		
Total 187:					626.00	.00		
190								
190	CALL READY MIX	117473	Supplies- FIRE DEPT.	07/31/2014	124.74	.00		
Total 190:					124.74	.00		
199								
199	BLUE CROSS BLUE SHIELD OF	0714	HEALTH INSURANCE	07/28/2014	13,773.25	.00		
199	BLUE CROSS BLUE SHIELD OF	0714A	DENTAL INSURANCE	07/28/2014	905.24	.00		
Total 199:					14,678.49	.00		
206								
206	CHEVRON & TEXACO CARD SE	41715840	Fuel- UTILITY	07/17/2014	108.97	108.97	07/17/2014	
Total 206:					108.97	108.97		
267								
267	VALLEY AUTO	6557-201635	Parts- UTILITY DEPT.	07/31/2014	50.86	.00		
267	VALLEY AUTO	6557-201715	Supplies- FIRE DEPT.	07/31/2014	11.28	.00		
267	VALLEY AUTO	6557-201912	Parts- UTILITY DEPT.	07/15/2014	27.80	.00		
267	VALLEY AUTO	6557-202089	CREDIT- UTILITY DEPT.	07/15/2014	56.42	.00		
267	VALLEY AUTO	6557-202220	Supplies- FIRE DEPT.	07/15/2014	152.88	.00		
267	VALLEY AUTO	6557-202656	Supplies- STREET DEPT.	07/31/2014	87.77	.00		
267	VALLEY AUTO	6557-203313	BATTERY- POLICE DEPT.	07/31/2014	156.17	.00		
267	VALLEY AUTO	6557-204045	FILTER- CEMETERY	07/31/2014	3.95	.00		
267	VALLEY AUTO	6557-204377	FILTERS- GOLF COURSE	07/31/2014	60.38	.00		
267	VALLEY AUTO	6557-U201922	CREDIT- UTILITY DEPT.	07/15/2014	27.80	.00		
Total 267:					466.87	.00		
282								
282	HESS, MONTY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 282:					400.00	.00		
296								
296	JOHNSON, TOM	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 296:					400.00	.00		
454								
454	HILLYARD, RODD	0714	CELL. PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
454	HILLYARD, RODD	0714A	PURCHASE SERVICES	07/18/2014	400.00	.00		
Total 454:					430.00	.00		
460								
460	HASTINGS HARDWARE	125919	PARTS- UTILITY DEPT.	07/28/2014	.98	.00		
460	HASTINGS HARDWARE	125920	PARTS- PARK	07/28/2014	.59	.00		
460	HASTINGS HARDWARE	126039	SUPPLIES- UTILITY DEPT.	07/28/2014	7.48	.00		
460	HASTINGS HARDWARE	126563	SUPPLIES- STREET DEPT.	07/18/2014	4.29	.00		
460	HASTINGS HARDWARE	126848	PARTS- STREET DEPT.	07/18/2014	22.94	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
460	HASTINGS HARDWARE	126891	SUPPLIES- UTILITY DEPT.	07/28/2014	13.98	.00		
460	HASTINGS HARDWARE	127009	PARTS- STREET DEPT.	07/18/2014	27.48	.00		
460	HASTINGS HARDWARE	127028	SUPPLIES- STREET DEPT.	07/18/2014	914.99	.00		
460	HASTINGS HARDWARE	127029	CREDIT- STREET DEPT.	07/18/2014	899.00-	.00		
460	HASTINGS HARDWARE	127030	SUPPLIES- STREET DEPT.	07/18/2014	8.99	.00		
460	HASTINGS HARDWARE	127274	PARTS- STREET DEPT.	07/18/2014	35.98	.00		
460	HASTINGS HARDWARE	127286	PARTS- STREET DEPT.	07/18/2014	26.99	.00		
460	HASTINGS HARDWARE	127292	PARTS- STREET DEPT.	07/18/2014	.51	.00		
460	HASTINGS HARDWARE	127366	LIGHT BULBS- CIVIC CENTER	07/28/2014	18.98	.00		
460	HASTINGS HARDWARE	128013	PARTS- FIRE DEPT.	07/31/2014	43.46	.00		
460	HASTINGS HARDWARE	128763	SERVICES	07/28/2014	12.90	.00		
460	HASTINGS HARDWARE	128963	SUPPLIES- FIRE DEPT.	07/31/2014	60.07	.00		
460	HASTINGS HARDWARE	129109	SUPPLIES- SV PARK	07/31/2014	29.98	.00		
460	HASTINGS HARDWARE	129401	PARTS- CIVIC CENTER	07/31/2014	59.48	.00		
460	HASTINGS HARDWARE	129621	CLEANING SUPPLIES	07/31/2014	33.94	.00		
Total 460:					425.01	.00		
494								
494	HUNKY'S TECHNICAL SERVICE	114212193859	SERVICES- CEMETERY	07/31/2014	2,488.75	.00		
494	HUNKY'S TECHNICAL SERVICE	114212194047	SERVICES- OFFICE	07/31/2014	60.50	.00		
494	HUNKY'S TECHNICAL SERVICE	114212194047	SERVICES- WATER LAB	07/31/2014	13.75	.00		
494	HUNKY'S TECHNICAL SERVICE	114212194342	SERVICES- PRO SHOP	07/31/2014	12.00	.00		
Total 494:					2,575.00	.00		
534								
534	HANSEN OIL COMPANY	0714	Fuel- POLICE	07/31/2014	227.00	.00		
534	HANSEN OIL COMPANY	606855	Fuel- GOLF COURSE	07/31/2014	850.11	.00		
534	HANSEN OIL COMPANY	606939	Fuel- GOLF COURSE	07/31/2014	799.00	.00		
534	HANSEN OIL COMPANY	607023	Fuel- GOLF COURSE	07/31/2014	953.64	.00		
534	HANSEN OIL COMPANY	607162	Fuel- GOLF COURSE	07/31/2014	998.14	.00		
Total 534:					3,827.89	.00		
590								
590	LINCOLN COUNTY SHERIFFS O	0714	COMMUNICATION	07/15/2014	1,648.00	.00		
Total 590:					1,648.00	.00		
600								
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- GOLF COURSE	07/31/2014	1,201.79	1,201.79	07/31/2014	
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- WATER & VALVE	07/31/2014	80.06	80.06	07/31/2014	
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- STREETS	07/31/2014	18.98	18.98	07/31/2014	
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- WATER PUMP H	07/31/2014	22.55	22.55	07/31/2014	
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- SEWER LAGOO	07/31/2014	16.00	16.00	07/31/2014	
600	LOWER VALLEY ENERGY	0714	ELECTRICITY- PRO SHOP	07/31/2014	112.48	112.48	07/31/2014	
Total 600:					1,451.86	1,451.86		
635								
635	MAVERIK CARD SERVICES	0714	FUEL- UTILITY	07/17/2014	475.14	475.14	07/17/2014	
635	MAVERIK CARD SERVICES	0714A	SUPPLIES	07/14/2014	12.00	12.00	07/14/2014	
635	MAVERIK CARD SERVICES	0714B	FUEL- POLICE DEPT.	07/17/2014	632.55	632.55	07/17/2014	
635	MAVERIK CARD SERVICES	0714C	FUEL- PARKS	07/31/2014	152.11	152.11	07/31/2014	
635	MAVERIK CARD SERVICES	0714C	FUEL- STREETS	07/31/2014	423.89	423.89	07/31/2014	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 635:					1,695.69	1,695.69		
660								
660	MECCO ELECTRIC	1075	REPAIRS- STREET LIGHTS	07/18/2014	400.00	.00		
Total 660:					400.00	.00		
705								
705	NIELD, FARRELL	0714	CELL PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
Total 705:					30.00	.00		
710								
710	AFTON TIRE FACTORY	12843BB	TIRE REPAIRS- GOLF COURSE	07/31/2014	15.00	.00		
710	AFTON TIRE FACTORY	12878BB	TIRE REPAIRS- GOLF COURSE	07/31/2014	14.95	.00		
710	AFTON TIRE FACTORY	13560TA	SERVICES- UTILITY DEPT.	07/31/2014	65.88	.00		
710	AFTON TIRE FACTORY	13591	TIRE REPAIRS- GOLF COURSE	07/31/2014	35.95	.00		
710	AFTON TIRE FACTORY	13600BB	TIRE- GOLF COURSE	07/31/2014	75.00	.00		
710	AFTON TIRE FACTORY	136230BB	SERVICES- GOLF COURSE	07/31/2014	50.89	.00		
710	AFTON TIRE FACTORY	13633BB	TIRE REPAIRS- GOLF COURSE	07/31/2014	15.00	.00		
Total 710:					272.67	.00		
720								
720	PEAVLER MOUNTAIN STAR, IN	CH96336A	PARTS- UTILITY	07/31/2014	27.33	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96385A	PARTS- CEMETERY	07/31/2014	42.47	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96390A	PARTS- CEMETERY	07/31/2014	23.25	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96403A	SPRINKLERS- BALLFIELDS	07/31/2014	391.00	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96420A	PARTS- UTILITY	07/31/2014	96.09	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96461A	PARTS- STREET DEPT.	07/31/2014	66.51	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96521A	PARTS- SV PARK	07/31/2014	16.00	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96573A	SUPPLIES- CEMETERY	07/31/2014	8.97	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96683A	PARTS- UTILITY	07/31/2014	60.00	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96751A	PARTS- UTILITY	07/31/2014	16.00	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96769A	PARTS- UTILITY	07/31/2014	3.30	.00		
720	PEAVLER MOUNTAIN STAR, IN	CH96770A	PARTS- PARK	07/31/2014	27.35	.00		
Total 720:					778.27	.00		
729								
729	PETTY CASH-TOWN OF AFTON	0714	MISC. EXP. - OFFICE	07/31/2014	56.69	.00		
729	PETTY CASH-TOWN OF AFTON	0714	MISC. EXP. POLICE	07/31/2014	11.36	.00		
Total 729:					68.05	.00		
741								
741	STAR VALLEY DISPOSAL	89572	SERVICES- CRAZY DAYS- ABA	07/31/2014	151.52	151.52	08/05/2014	
Total 741:					151.52	151.52		
776								
776	ROBINSON, BLAKE	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 776:					400.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
785								
785	RICK'S REPAIR SERVICE	489320	REPAIRS- FIRE DEPT.	07/28/2014	822.20	.00		
Total 785:					822.20	.00		
835								
835	SESSIONS, ALAN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 835:					400.00	.00		
855								
855	CASELLE	58942	SOFTWARE SUPPORT	07/31/2014	612.67	.00		
Total 855:					612.67	.00		
864								
864	STAR VALLEY CHAMBER OF C	0714	DUES	07/18/2014	750.00	.00		
Total 864:					750.00	.00		
880								
880	STAR VALLEY INDEPENDENT	0714	AD- FISHING DAY- ABA	07/31/2014	70.00	70.00	08/05/2014	
880	STAR VALLEY INDEPENDENT	0714A	Public Notices	07/31/2014	1,148.25	.00		
880	STAR VALLEY INDEPENDENT	0714A	AD- GOLF COURSE	07/31/2014	330.00	.00		
Total 880:					1,548.25	70.00		
926								
926	SUNRISE ENGINEERING, INC.	73548	SERVICES- SEWER LINE UPGR	07/31/2014	1,699.00	.00		
Total 926:					1,699.00	.00		
972								
972	VEIGEL, LYNN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 972:					400.00	.00		
1029								
1029	WYDOT- FINANCIAL SERVICES	68341	SERVICES- SOUTH AFTON SID	07/31/2014	5,538.73	.00		
1029	WYDOT- FINANCIAL SERVICES	69037	SERVICES- SOUTH AFTON SID	07/31/2014	13,468.38	.00		
Total 1029:					19,007.11	.00		
1031								
1031	WY ASSOC. OF MUNICIPALITIE	13742	MEMBERSHIP FEE	07/31/2014	2,433.00	.00		
Total 1031:					2,433.00	.00		
1090								
1090	PRINTSTAR	90261	Supplies- PRO SHOP	07/31/2014	19.96	.00		
1090	PRINTSTAR	90621	COLOR COPIES	07/31/2014	7.12	.00		
Total 1090:					27.08	.00		
1095								
1095	WYOMING WORKERS COMPEN	0714	WORKER'S COMPENSATION	07/31/2014	1,323.69	.00		
1095	WYOMING WORKERS COMPEN	0714	FIREMEN WORK COMP	07/31/2014	176.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1095	WYOMING WORKERS COMPEN	0714	SERVICES	07/31/2014	6.62	.00		
Total 1095:					1,506.51	.00		
1096								
1096	1096 WRIGHT, CRAIG	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1096:					400.00	.00		
1100								
1100	WY RETIREMENT SYSTEMS	90700	RETIREMENT	07/21/2014	2,305.62	2,305.62	07/21/2014	
1100	WY RETIREMENT SYSTEMS	90701	RETIREMENT	07/21/2014	5,163.76	5,163.76	07/21/2014	
Total 1100:					7,469.38	7,469.38		
1101								
1101	800- NCPERS WYOMING	0714	LIFE INS.	07/31/2014	112.00	.00		
Total 1101:					112.00	.00		
1103								
1103	VOLUNTEER FIREMAN'S RET. F	0714	FIREMAN'S PENSION FUND	07/21/2004	437.50	437.50	07/21/2014	
1103	VOLUNTEER FIREMAN'S RET. F	91105	FIREMAN'S PENSION FUND	07/31/2014	437.50	.00		
Total 1103:					875.00	437.50		
1264								
1264	SESSIONS, NOEL	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1264:					400.00	.00		
1290								
1290	SURVEYOR SCHERBEL, LTD.	1137-A	SERVICES- CEMETERY	07/31/2014	1,500.00	.00		
Total 1290:					1,500.00	.00		
1317								
1317	BANK OF STAR VALLEY	0714	FICA	07/07/2014	4,730.12	4,730.12	07/07/2014	
1317	BANK OF STAR VALLEY	0714	FED/W	07/07/2014	2,709.83	2,709.83	07/07/2014	
1317	BANK OF STAR VALLEY	0714A	FICA	07/21/2014	5,109.84	5,109.84	07/21/2014	
1317	BANK OF STAR VALLEY	0714A	FED/W	07/21/2014	2,656.01	2,656.01	07/21/2014	
1317	BANK OF STAR VALLEY	0714B	FICA	07/31/2014	4,846.60	4,846.60	08/04/2014	
1317	BANK OF STAR VALLEY	0714B	FED/W	07/31/2014	2,702.94	2,702.94	08/04/2014	
1317	BANK OF STAR VALLEY	0714C	LEASE- GOLF CARTS	07/31/2014	4,363.83	.00		
Total 1317:					27,118.97	22,755.34		
1383								
1383	COATES, RORY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1383:					400.00	.00		
1384								
1384	THOMAS, BOBBY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1384:					400.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1385								
1385	HILLYARD, DIRK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1385:					400.00	.00		
1513								
1513	WILKES, CODY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1513:					400.00	.00		
1517								
1517	Office of State Lands & Invest	0714	Groundwater Monitoring Wells	07/31/2014	125.00	.00		
Total 1517:					125.00	.00		
1535								
1535	HEBDON, KADE	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1535:					400.00	.00		
1537								
1537	ROBINSON, ROBERT K.	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1537:					400.00	.00		
1543								
1543	SESSIONS, ANDY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1543:					400.00	.00		
1547								
1547	FERGUSON WATERWORKS #1	0596408	PARTS- UTILITY DEPT.	07/31/2014	3,288.74	.00		
Total 1547:					3,288.74	.00		
1559								
1559	Valley Sanitation	22430	Trash Removal- TOWN HALL	07/15/2014	62.00	.00		
1559	Valley Sanitation	22430	Trash Removal- STREETS	07/15/2014	112.50	.00		
1559	Valley Sanitation	22430	Trash Removal- INFO CENTER	07/15/2014	187.00	.00		
1559	Valley Sanitation	22430	Trash Removal- PARKS	07/15/2014	309.00	.00		
1559	Valley Sanitation	22430	Trash Removal- UTILITIES	07/15/2014	43.00	.00		
1559	Valley Sanitation	22430	Trash Removal- FIRE DEPT.	07/15/2014	62.00	.00		
1559	Valley Sanitation	22430	Trash Removal- GOLF COURSE	07/15/2014	62.00	.00		
1559	Valley Sanitation	22430	Trash Removal- BALLFIELDS	07/15/2014	86.00	.00		
1559	Valley Sanitation	22430	Trash Removal- CIVIC CENTER	07/15/2014	62.00	.00		
1559	Valley Sanitation	22529	Trash Removal- TOWN HALL	07/31/2014	62.00	.00		
1559	Valley Sanitation	22529	Trash Removal- STREETS	07/31/2014	171.00	.00		
1559	Valley Sanitation	22529	Trash Removal- INFO CENTER	07/31/2014	230.00	.00		
1559	Valley Sanitation	22529	Trash Removal- PARKS	07/31/2014	335.00	.00		
1559	Valley Sanitation	22529	Trash Removal- UTILITIES	07/31/2014	54.00	.00		
1559	Valley Sanitation	22529	Trash Removal- FIRE DEPT.	07/31/2014	62.00	.00		
1559	Valley Sanitation	22529	Trash Removal- BALLFIELDS	07/31/2014	78.00	.00		
1559	Valley Sanitation	22529	Trash Removal- CIVIC CENTER	07/31/2014	62.00	.00		
1559	Valley Sanitation	22529	Trash Removal- PRO SHOP	07/31/2014	75.00	.00		
Total 1559:					2,114.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1560								
1560	KRSV Radio	0714	PUBLIC NOTICE	07/15/2014	350.00	.00		
1560	KRSV Radio	0714A	PUBLIC NOTICE	07/31/2014	350.00	.00		
Total 1560:					700.00	.00		
1565								
1565	WELLS FARGO REMITTANCE C	0714	Supplies-FOOTGOLF	07/31/2014	1,421.28	1,421.28	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	DUES- GOLF COURSE	07/31/2014	365.00	365.00	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	Supplies- POLICE DEPT.	07/31/2014	83.96	83.96	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	SERVICES- WEBSITE	07/31/2014	66.66	66.66	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	Supplies- OFFICE	07/31/2014	31.49	31.49	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	MEETING EXP.	07/31/2014	67.85	67.85	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	TRAVEL EXP. - HYUN	07/31/2014	651.71	651.71	07/31/2014	
1565	WELLS FARGO REMITTANCE C	0714	Supplies	07/31/2014	134.00	134.00	07/31/2014	
Total 1565:					2,821.95	2,821.95		
1633								
1633	MAJOR, DAVID	0714	CELL PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
Total 1633:					30.00	.00		
1656								
1656	Bitter Creek Lawn & Tree Servi	0714	SERVICES- BALLFIELDS	07/17/2014	1,425.00	1,425.00	07/17/2014	
1656	Bitter Creek Lawn & Tree Servi	0714A	SERVICES- BALLFIELDS	07/31/2014	780.00	.00		
Total 1656:					2,205.00	1,425.00		
1658								
1658	ROYAL FLUSH SEPTIC SERVIC	3667	SERVICES- ABA- CRAZY DAYS	07/31/2014	156.00	156.00	08/05/2014	
Total 1658:					156.00	156.00		
1714								
1714	T & L EXCAVATION, INC.	1092	SERVICES- STREET DEPT.	07/31/2014	660.00	.00		
Total 1714:					660.00	.00		
1768								
1768	WILKES, LOGAN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 1768:					400.00	.00		
1775								
1775	OFFICE DEPOT	718658691001	SUPPLIES	07/15/2014	53.68	.00		
1775	OFFICE DEPOT	719855697001	SUPPLIES	07/28/2014	106.41	.00		
1775	OFFICE DEPOT	719855697001	SUPPLIES- POLICE DEPT.	07/28/2014	262.46	.00		
1775	OFFICE DEPOT	719855758001	SUPPLIES	07/28/2014	28.47	.00		
Total 1775:					451.02	.00		
1788								
1788	PEAVLER, JOSHUA	0714	CELL PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
Total 1788:					30.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1799								
1799	WAM-WCCA ENERGY LEASE P	3290E	LEASE PAYMENT- UTILITY	07/15/2014	267.63	.00		
Total 1799:					267.63	.00		
1822								
1822	GARDNER'S COUNTRY STORE	0714	FUEL- POLICE DEPT.	07/31/2014	57.01	.00		
1822	GARDNER'S COUNTRY STORE	0714	FUEL- CV PARK	07/31/2014	159.55	.00		
1822	GARDNER'S COUNTRY STORE	0714	FUEL- FIRE DEPT.	07/31/2014	340.62	.00		
Total 1822:					557.18	.00		
1942								
1942	KORNERSTONE MASONRY	758	SERVICES- ARCH & FOUNTAIN	07/31/2014	7,570.00	.00		
Total 1942:					7,570.00	.00		
1985								
1985	HIGH COUNTRY LINEN	1091903	SERVICES- RUGS	07/31/2014	44.65	.00		
1985	HIGH COUNTRY LINEN	1094922	SERVICES- RUGS	07/31/2014	44.65	.00		
1985	HIGH COUNTRY LINEN	S851301	SUPPLIES- GOLF COURSE	07/31/2014	54.80	.00		
1985	HIGH COUNTRY LINEN	S851309	SUPPLIES- FIRE DEPT.	07/31/2014	52.00	.00		
1985	HIGH COUNTRY LINEN	S852085	SUPPLIES- PARKS	07/31/2014	64.95	.00		
Total 1985:					261.05	.00		
2029								
2029	ROCKBRIDGE MEADOWS ASS	0714	YEARLY STREET LIGHT REIMB.	07/15/2014	1,339.80	.00		
Total 2029:					1,339.80	.00		
2038								
2038	UPPER CASE PRINTING, INK.	8397	SERVICES- UTILITY DEPT.	07/16/2014	63.60	.00		
Total 2038:					63.60	.00		
2059								
2059	THATCHER COMPANY	1341415	CHLORINE	07/31/2014	4,301.85	.00		
Total 2059:					4,301.85	.00		
2060								
2060	ASTLE, CONN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2060:					400.00	.00		
2076								
2076	MAGEE, GLENN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2076:					400.00	.00		
2082								
2082	HILLYARD, DOUG	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2082:					400.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2085								
2085	JP'S WATER & SEWER SERVIC	40399	SEWER CLEANING	07/18/2014	150.00	.00		
	Total 2085:				150.00	.00		
2089								
2089	WY DEPT. OF WORKFORCE SE	0714	UNEMPLOYMENT CLAIM- BRYA	07/31/2014	4,165.30	4,165.30	07/31/2014	
	Total 2089:				4,165.30	4,165.30		
2102								
2102	LARSON, CLAY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2102:				400.00	.00		
2107								
2107	BROWN, BROCK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2107:				400.00	.00		
2108								
2108	CLAWSON, TROY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2108:				400.00	.00		
2109								
2109	NIELD, J R	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2109:				400.00	.00		
2110								
2110	HOOPES, WOODY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2110:				400.00	.00		
2113								
2113	ROBERTS, ROBERT	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2113:				400.00	.00		
2116								
2116	BAXTER, JERRED	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2116:				400.00	.00		
2117								
2117	ERICKSON, BRIAN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2117:				400.00	.00		
2119								
2119	SESSIONS, RICK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
	Total 2119:				400.00	.00		
2120								
2120	JENSEN, LARON	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2120:					400.00	.00		
2121								
2121	ROBINSON, KEITH	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2121:					400.00	.00		
2122								
2122	JENSEN, VERDEAN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2122:					400.00	.00		
2123								
2123	NIELD, DAN	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2123:					400.00	.00		
2124								
2124	GARDNER, RICK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2124:					400.00	.00		
2125								
2125	WILKES, NORD	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2125:					400.00	.00		
2126								
2126	BROWN, FRANCIS	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2126:					400.00	.00		
2131								
2131	USDA FOREST SERVICE	0714	5K RUN- ABA	07/31/2014	150.24	150.24	08/05/2014	
Total 2131:					150.24	150.24		
2140								
2140	SENSUS METERING SYSTEMS	ZA15004621	SOFTWARE SUPPORT- WATER	07/31/2014	1,570.34	.00		
Total 2140:					1,570.34	.00		
2229								
2229	DENNIS, SCOTT	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2229:					400.00	.00		
2265								
2265	BOWERS LAW FIRM	6721	LEGAL SERVICES	07/31/2014	1,500.00	.00		
2265	BOWERS LAW FIRM	6721	LEGAL SERVICES	07/31/2014	2,227.50	.00		
Total 2265:					3,727.50	.00		
2275								
2275	WILBUR- ELLIS COMPANY	8328531	FERTILIZER- GOLF COURSE	07/31/2014	952.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2275:					952.00	.00		
2278								
2278	WILKES, TAYLOR	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2278:					400.00	.00		
2288								
2288	CROP PRODUCTION SERVICES	25270236	FERTILIZER- GOLF COURSE	07/31/2014	2,520.00	.00		
Total 2288:					2,520.00	.00		
2312								
2312	J-BAR EXCAVATION, LLC	956	SAND- GOLF COURSE	07/31/2014	405.94	.00		
Total 2312:					405.94	.00		
2375								
2375	BURTON, BRYCE	0714	CELL PHONE REIMB.- GOLF CO	07/15/2014	30.00	.00		
Total 2375:					30.00	.00		
2378								
2378	BASSETT, CORRY	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2378:					400.00	.00		
2387								
2387	MOBILE GOLF SERVICES	14030	SERVICES- GOLF COURSE	07/18/2014	992.50	.00		
Total 2387:					992.50	.00		
2401								
2401	DIVERSIFIED PROPERTY HOLD	0714	PROPERTY LEASE- PRO SHOP	07/15/2014	1,200.00	.00		
Total 2401:					1,200.00	.00		
2425								
2425	GREAT- WEST TRUST COMPAN	0714	EMPLOYEE DEFERRED COMP.	07/07/2014	235.00	235.00	07/07/2014	
2425	GREAT- WEST TRUST COMPAN	0714A	EMPLOYEE DEFERRED COMP.	07/21/2014	235.00	235.00	07/21/2014	
2425	GREAT- WEST TRUST COMPAN	0714B	EMPLOYEE DEFERRED COMP.	07/31/2014	235.00	235.00	08/04/2014	
Total 2425:					705.00	705.00		
2426								
2426	OFFICE OF STATE LOANS & IN	0714	LOAN PAYMENT- DWSRF-104	07/28/2014	23,402.95	.00		
Total 2426:					23,402.95	.00		
2469								
2469	J-BAR TRUCKING LLC	1129	DELIVERY OF SAND- GOLF CO	07/31/2014	474.17	.00		
Total 2469:					474.17	.00		
2477								
2477	TOWNSEND, SHAN	0714	SERVICES- CRAZY DAYS- ABA	07/31/2014	200.00	200.00	08/05/2014	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2477:					200.00	200.00		
2480								
2480	ROBERTS, TAYLOR	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2480:					400.00	.00		
2483								
2483	SKYVIEW LANES & CINEPLEX	0714	CRAZY DAYS MATINEE- ABA	07/31/2014	200.00	200.00	08/05/2014	
Total 2483:					200.00	200.00		
2488								
2488	BROULIM'S	01-1246	SUPPLIES- FIRE DEPT.	07/31/2014	72.38	72.38	08/05/2014	
2488	BROULIM'S	03-10798	SUPPLIES- ABA	07/31/2014	13.71	13.71	08/05/2014	
2488	BROULIM'S	03-11568	SUPPLIES- FIRE DEPT.	07/31/2014	29.09	29.09	08/05/2014	
2488	BROULIM'S	03-25864	SUPPLIES- CRAZY DAYS- ABA	07/31/2014	25.45	25.45	08/05/2014	
2488	BROULIM'S	03529900605	SUPPLIES- PRO SHOP	07/15/2014	30.94	.00		
2488	BROULIM'S	03601390609	SUPPLIES- FIRE DEPT.	07/31/2014	102.39	102.39	08/05/2014	
2488	BROULIM'S	04-10439	SUPPLIES- 4TH OF JULY	07/15/2014	88.97	.00		
2488	BROULIM'S	04-22269	CLEANING SUPPLIES- FIRE DE	07/31/2014	27.84	.00		
2488	BROULIM'S	05-18873	CLEANING SUPPLIES- CIVIC CE	07/31/2014	29.50	.00		
2488	BROULIM'S	06-1534	CLEANING SUPPLIES- PRO SH	07/15/2014	27.55	.00		
2488	BROULIM'S	06553830609	SUPPLIES- CIVIC CENTER	07/15/2014	12.67	.00		
2488	BROULIM'S	81-5631	SUPPLIES- 4TH OF JULY	07/31/2014	844.78	.00		
2488	BROULIM'S	81-7074	CREDIT- 4TH OF JULY	07/31/2014	351.56-	.00		
Total 2488:					933.71	243.02		
2497								
2497	KIM, HYUN	0714	CELL PHONE REIMBURSEMEN	07/15/2014	30.00	.00		
Total 2497:					30.00	.00		
2509								
2509	STOTZ EQUIPMENT	P15174	PARTS- GOLF COURSE	07/14/2014	134.50	134.50	07/14/2014	
2509	STOTZ EQUIPMENT	P15504	PARTS- GOLF COURSE	07/31/2014	53.70	.00		
Total 2509:					188.20	134.50		
2516								
2516	VISION SERVICE PLAN- (WY)	0714	VISION INSURANCE	07/28/2014	211.32	.00		
Total 2516:					211.32	.00		
2521								
2521	HOLLAND, ROB	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2521:					400.00	.00		
2522								
2522	LEAVITT, SETH	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2522:					400.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2523								
2523	WYO EDUCATORS BENEFIT TR	0714	LIFE INSURANCE	07/28/2014	49.50	.00		
Total 2523:					49.50	.00		
2528								
2528	B & H AUTO REPAIR LLC	2276	BATTERIES- FIRE DEPT.	07/31/2014	618.66	.00		
2528	B & H AUTO REPAIR LLC	2314	SERVICES- STREET DEPT.	07/31/2014	80.94	.00		
2528	B & H AUTO REPAIR LLC	2355	REPAIRS- UTILITY DEPT.	07/31/2014	221.92	.00		
2528	B & H AUTO REPAIR LLC	2365	PARTS- POLICE DEPT.	07/31/2014	181.95	.00		
Total 2528:					1,103.47	.00		
2532								
2532	DOUG HILLYARD AGENCY	0714	EVENT INSURANCE- ABA	07/31/2014	315.07	315.07	08/05/2014	
Total 2532:					315.07	315.07		
2561								
2561	PEAD, LISA	0714	CLEANING SERVICES	07/31/2014	360.00	.00		
Total 2561:					360.00	.00		
2563								
2563	WOLFLEY, RICK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2563:					400.00	.00		
2564								
2564	SKINNER, NICK	0714	PURCHASE SERVICES	07/28/2014	400.00	.00		
Total 2564:					400.00	.00		
Grand Totals:					240,151.76	44,656.34		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Per 50.00
Ch # 1007

APPLICATION FOR LIMITED MALT BEVERAGE PERMIT

RECEIVED ON
AUG 01 2014

TOWN OF AFTON § 12-4-

The applicant hereby applies for a twenty-four (24) hour permit authorized under 502 (a) (1997) to sell malt beverages. This permit, if granted, shall be valid only for the twenty-four (24) hour period designated herein. The applicant hereby represents and warrants as follows:

1. The applicant's name is: (Outlaw) Saloon
2. That the applicant is a resident of the State of Wyoming whose resident address is: 467 So. Washington Afton WY 83110
3. That the applicant is over twenty-one (21) years of age and the date of birth is: 9-20-1950
4. That the date and hours* of the permit to be valid is: Aug. 16 2014. 8:30A - 2:30A.
5. The location and description of the room or place that the application will use is: parking lot behind Outlaw Saloon.
6. That the applicant has had less than twelve (12) malt beverage permits issued to it by the Town of Afton during this calendar year.
7. That this permit application is authorized because it is one of the following events:
 - Picnic
 - Bazaar
 - Fair
 - Rodeo
 - Special Holiday (specify) _____
 - Other public gathering (specify) Charity Poker Run.
8. The applicant understands the following:
 - a. That the permit applied for is not transferrable.
 - b. That the applicant is subject to all laws of the State of Wyoming pertaining to the sale of alcohol or malt beverages to minors.
 - c. That this permit does not authorize the sale of packaged liquor or malt beverages off the premises.
 - d. That this permit authorizes the applicant to sell, on the above specified premises, malt beverages only. This permit does not grant the applicant the ability to sell liquor.
9. That I have hereto attached the Malt Beverage Permit application fee in the amount of \$ 50.00.

PUBLIC NOTICE

July 25, 2014

Mayor Loni Hillyard
Town of Afton
PO Box 310
Afton, WY 83110

Re: Durick Kleeman- Minor Subdivision Application (Preliminary Plat)- Lot 204 of Haven of Hope First Addition to the Town of Afton within the E1/2NE1/4 of Section 36, T32N R119W, Lincoln County, Wyoming

Dear Mayor Hillyard:

Enclosed, please find the following for the above referenced project:

1. A Subdivision Permit Application.
2. Ownership Deed:
Durick Kleeman- 831 PR 409
3. A list of adjoining property owners with mailing addresses within 300 feet of the proposed development.
4. A print of an advance plat titled, "PRELIMINARY PLAT HAVEN OF HOPE SECOND ADDITION TO THE TOWN OF AFTON IDENTICAL WITH LOT 204 OF THE HAVEN OF HOPE FIRST ADDITION TO THE TOWN OF AFTON WITHIN THE E1/2NE1/4 SECTION 36 T32N R119W LINCOLN COUNTY, WYOMING", dated 24 July, 2014.
5. A reduced print of the plat. This print may be reproduced to be added to the adjoining property owners' notification letter.
6. Check No. 10636 in the amount of \$150.00 for application fees.

Our client, Durick Kleeman, would like to subdivide Lot 204 of Haven of Hope First Addition into five (5) residential lots.

The property is located at the intersection of Lincoln Street and Haylee Lane.

Please consider this letter as a request for the above referenced project to be presented to the Afton Utilities Board and the Afton Planning and Zoning Board/ Afton Town Council Meeting at their next scheduled meetings.

If all is not in order or if you have any questions, please contact our office.

Sincerely,
Surveyor Scherbel, LTD.
Jamie DeCora

THE AFTON PLANNING AND ZONING BOARD WILL RECEIVE PUBLIC INPUT, PROTEST, AND COMMENTS AT 5:00 P.M. ON TUESDAY, AUGUST 12, 2014, IN THE LARGE CONFERENCE ROOM AT THE AFTON TOWN HALL REGARDING THE ABOVE MINOR SUBDIVISION REQUEST. FURTHER HEARING AS THE SAME WILL BE HEARD ON TUESDAY, AUGUST 12, 2014, AT 6:00 P.M. BY THE COUNCIL OF THE TOWN OF AFTON AT THE AFTON TOWN HALL.

/S/ LISA HOKANSON
TOWN CLERK

Publish July 30, August 6, 2014.

PAUL N. SCHERBEL
Professional Land Surveyor
Wyoming Registration No. 164
Utah Registration No. 1670
Idaho Registration No. 3990
Nevada Registration No. 6805

SCOTT A. SCHERBEL
Professional Land Surveyor
Wyoming Registration No. 3889
Utah Registration No. 372111
Idaho Registration No. 8026

MARLOWE A. SCHERBEL
Professional Land Surveyor
Wyoming Registration No. 5368

KARL F. SCHERBEL
Professional Land Surveyor
Wyoming Registration No. 11810
Idaho Registration No. 13493
Certified Federal Surveyor No. 1223

SURVEYOR SCHERBEL, LTD. PROFESSIONAL LAND SURVEYORS

Est. 1951
CONSULTANTS IN
Boundary Matters
Irrigation and Water Rights

ADDRESS

BIG PINEY OFFICE
Box 96, 283 Main Street
Big Piney-Marbleton, Wyoming 83113

AFTON OFFICE
Box 725, 46 West 3rd Avenue
Afton, Wyoming 83110

TELEPHONE

307-276-3347
307-276-3348 (Fax)

307-885-9319
307-885-9809 (Fax)

SUSAN HOFFMAN
Big Piney Office Manager

JAMIE DECORA
Afton Office Manager

Jackson, WY
Direct to Big Piney Office
307-733-5903 & Fax

Lava Hot Springs, ID
Direct to Big Piney Office
208-776-5930 & Fax

Montpelier, ID
Direct to Afton Office
208-847-2800 & Fax

24 July 2014

Mayor Loni Hillyard
Town of Afton
P.O. Box 310
Afton, Wyoming 83110

Re: Durick Kleeman – Minor Subdivision Application (Preliminary Plat) – Lot 204 of Haven of Hope First Addition to the Town of Afton within the E½NE¼ of Section 36, T32N R119W, Lincoln County, Wyoming

Dear Mayor Hillyard,

Enclosed please find the following for the above referenced project:

- 1) A Subdivision Permit Application.
- 2) Ownership Deed:
Durick Kleeman – 831 PR 409
- 3) A list of adjoining property owners with mailing addresses.
- 4) A print of an advance plat titled, "PRELIMINARY PLAT HAVEN OF HOPE SECOND ADDITION TO THE TOWN OF AFTON IDENTICAL WITH LOT 204 OF THE HAVEN OF HOPE FIRST ADDITION TO THE TOWN OF AFTON WITHIN THE E½NE¼ SECTION 36 T32N R119W LINCOLN COUNTY, WYOMING", dated 24 July 2014.
- 5) A reduced print of the plat. This print may be reproduced to be added to the adjoining property owners' notification letter.
- 6) Check No. 10636 in the amount of \$150.00 for application fees.

Mayor Loni Hillyard
Town of Afton
24 July 2012
Page Two

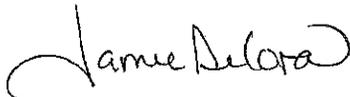
Our client, Durick Kleeman, would like to subdivide Lot 204 of Haven of Hope First Addition into five (5) residential lots.

The property is located at the intersection of Lincoln Street and Haylee Lane.

Please consider this letter as a request for the above referenced project to be presented to the Afton Utilities Board and the Afton Planning and Zoning Board/Afton Town Council Meeting at their next scheduled meetings.

If all is not in order, or if you have any questions, please contact our office.

Sincerely,
SURVEYOR SCHERBEL, LTD.



Jamie DeCora

enclosures

cc: Durick Kleeman w/print of plat

PA 150-80
Ch # 10636

RECEIVED ON
JUL 25 2014
TOWN OF AFTON

SUBDIVISION PERMIT APPLICATION
TOWN OF AFTON, WYOMING
PO BOX 310
AFTON, WY 83110
(307)-885-9831

APPLICATION FEE \$150.00

Application For:

Minor Subdivision
 Simple Subdivision

Major Subdivision

APPLICANT/ OWNER (S)

Name: Durick Kleeman

Mailing Address: P.O. Box 1213, Afton, Wyoming 83110

Phone Number: 307-248-1113

REPRESENTATIVE/ SURVEYOR/ ENGINEER

Name: Surveyor Scherbel, Ltd.

Mailing Address: P.O. Box 725, Afton, Wyoming 83110

Phone Number: 307-885-9319

PROJECT LOCATION: Township/ Range/ Section T32N R119W Section 36

NAME OF PROPOSED SUBDIVISION: Haven of Hope Second Addition *Name may change prior to final plat

LOT INFORMATION: NUMBER OF LOTS 5 AVERAGE LOT SIZE 0.46± acres

SMALLEST LOT 0.34± acre LARGEST LOT 0.65± acre TOTAL ACREAGE OF SUB. 0.83±

PROVIDE NAME AND ADDRESSES OF LANDOWNERS WHO OWN PROPERTIES WITHIN 300 FEET OF PROPOSED SUBDIVISION: (Use Additional Sheet if Necessary)

*Applicants shall refer to the Land Use Regulations and any subsequent amendments before preparing an application for a subdivision.

Signing this permit application authorizes Town Personnel the right of ingress and egress from said lands for any and all inspections necessary to the exercise of this permit.

I certify to the best of my knowledge that the information and materials submitted with this application are true and correct.

James DeCora, Surveyor Scherbel 7/24/14
~~OWNER~~ Agent DATE

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE TOWN OF AFTON**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council ("WBC"), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the Town of Afton, a political subdivision of the State of Wyoming ("Grantee"), whose address is 416 Washington Street/ P.O. Box 310, Afton, WY 83110.
2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program ("BRC") Community Readiness funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachments A and B attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee's receipt of monies hereunder.
3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2016, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2019, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed three million dollars (\$3,000,000) ("Grant"). Payment will be made following Grantee's delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC's BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.
5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A which is attached and made a part of this Grant Agreement.
6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

ORIGINAL
117276

7. **Special Provisions.**

A. Budget Transfer Limitation. Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

B. Default and Remedies. In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

H. Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

I. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

G. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

H. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

I. Entirety of Grant Agreement. This Grant Agreement consisting of seven (7) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

K. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

L. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

M. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

N. Nondiscrimination. The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act, (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this agreement.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

R. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

WYOMING BUSINESS COUNCIL

Shawn Reese
Chief Executive Officer

Date

Molly Spangler, Director
Investment Ready Communities

Date

TOWN OF AFTON

Loni Hillyard
Mayor, Town of Afton

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 117276
S. Jane Caton
Senior Assistant Attorney General

7-18-14
Date

**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE TOWEN OF AFTON**

Projected Grant Expenditure Schedule for Afton				
DESCRIPTION	BRC	MATCH		TOTAL
		Cash (Town)	In-kind (Town, WYDOT, LCSD #2)	
Non Construction Costs	\$ 300,863	\$ 22,565	\$ 43,572	\$ 367,000
Construction Costs	\$ 2,699,137	\$ 202,435	\$ 406,428	\$ 3,308,000
Total Project Cost	\$ 3,000,000	\$ 225,000	\$ 450,000	\$ 3,675,000

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at eighty-seven percent (87%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE TOWN OF AFTON**

Grantee will receive the sum of \$3,000,000 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to for public infrastructure. Planned improvements include: an enhanced sewer line along 2nd Avenue; sewer line up-sizing along Lincoln Street from 2nd to 4th avenues; and street surfacing enhancement along 1st Avenue and Highway 89. The town will own and maintain the infrastructure.

The project is more particularly described in the BRC application received by the WBC on February 27, 2014.

Upon completion of construction of this project, Grantee will be required to provide the WBC a letter from Grantee's attorney confirming:

- Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. Seq.
- Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);

Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this project.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about lease arrangements, job creation, revenue recapture, additional investments, marketing, business recruitment, and business development efforts.

All promotional and marketing information and materials created for this project will be required to reference the Wyoming Business Council as a funding partner.

WORK RELEASE NO. 2014-2 COVER SHEET

2014 CAPITAL IMPROVEMENT PROJECT

THE TOWN OF AFTON
416 WASHINGTON STREET
PO BOX 310
AFTON, WY 83110

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2014-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by the CLIENT.

ENGINEER

SUNRISE ENGINEERING, INC.

By: _____

Name: Jason Linford, P.E.

Title: Principal Engineer

Date: _____

CLIENT

THE TOWN OF AFTON:

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2014-2

This Work Release is entered into by and between TOWN OF AFTON (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 13 September, 2011, hereinafter referred to as the "Agreement", the CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. The CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which the ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that the engineer will perform the following:

ARTICLE 1. SCOPE OF SERVICE

This project involves the design and contractor construction of:

1. A new sewer line along 2nd Avenue in Afton including service laterals.
2. Reconstruction 2nd Avenue roadway from Washington Street to Monroe Street.
3. A new pathway located in the 2nd Avenue right-of-way from Washington Street to Swift Creek
4. A new turn lane in 1st Avenue located at the interstition of Washington Street and 1st Avenue.
5. A new sewer line located in Lincoln Street from 2nd Avenue to 4th Avenue.

1. ADMINISTRATIVE AND PRELIMINARY ENGINEERING PHASE

- a) Assist CLIENT to fulfill requirements identified for project funding qualification and attend meetings and conferences with CLIENT, representatives of the funding agencies, or other interested parties as may be reasonably necessary to assist Client with funding acquisition.
- b) Assist in the development of the project with all involved funding agencies. This includes assisting CLIENT with providing data and correspondence required by the agency for concurrence and approval of the project.
- c) Assist CLIENT with completion of the list of requirements, as outlined by the funding agencies, which are necessary to meet the stipulations for final funding of the project.
- d) Assist CLIENT in any miscellaneous administrative tasks necessary to further the project to the point of authorization to proceed with Final Design.
- e) Survey and locate existing right-of-way for 2nd Avenue where pathway will be located.

2. ENGINEERING DESIGN PHASE

After CLIENT directs ENGINEER to proceed with the Engineering Design Phase, ENGINEER will:

- a) Perform necessary survey, accomplish detail design, and prepare for incorporation into the contract documents, final drawings, and specifications to show the character and scope of the services to be performed by contractors on the project.
- b) Furnish to CLIENT such documents and design data as may be required to obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project. Also assist in obtaining approvals by government agencies of the final design, prior to going out for contractor bids.
- c) Prepare contract documents and detail drawings for contractors to construct the Project. The detailed drawings, specifications, and contract documents will include services for the entire project under one single construction contract. If the project is phased additional costs are anticipated.
- d) Furnish a revised Engineering Opinion of Probable Cost of project costs based on the proposed contract drawings and specifications.
- e) Provide for the construction contract, not to exceed 10 sets of detailed drawings, specifications, and contract documents for use by CLIENT, appropriate Federal, State, and local agencies from which approval of the Project is to be obtained. The cost of such drawings, specifications, and contract documents will be included in the basic compensation paid to ENGINEER.
- f) If subsurface explorations such as borings, soil tests and the like are required to identify subsurface conditions, or in the event that detailed water quality tests are required, ENGINEER will recommend to CLIENT specialists in the discipline and will furnish administrative services of said explorations and tests without additional charge, but the cost of the tests incident to such explorations, no matter whether they are performed by ENGINEER or others, will be paid for by CLIENT.
- g) Original specifications, drawings, and other services produced by ENGINEER pursuant to this agreement except documents which are required to be filed with CLIENT and public agencies, will remain the property of ENGINEER. CLIENT at his own expense may make copies, reproducible copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

ENGINEER's design will meet generally accepted engineering standards. Any redesigns caused by an engineering omission or error will be provided by ENGINEER at no additional cost to CLIENT.

Provide final plans, specifications, and contract documents and submit for approval from CLIENT and applicable State regulatory agencies.

CLIENT will extend the time for completion for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of ENGINEER.

3. BIDDING OR NEGOTIATING PHASE

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER will:

- a) Assist CLIENT in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.
- b) Attend pre-bid conferences.
- c) Prior to bidding, ENGINEER will furnish copies of the final drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- d) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- e) Provide readily available information or assistance needed by CLIENT in the course of any negotiations with prospective contractors.
- f) Attend the bid opening, tabulate the bids, make an analysis of the bids, assist CLIENT in evaluating bids or proposals, recommend award of contract, and assemble five sets of contract documents for execution and approval by CLIENT and the successful bidder, hereinafter referred to as "Contractor".
- g) Consult with CLIENT and advise Contractor as to the acceptability of substitute materials and equipment proposed by Contractor when substitution is permitted by the contract documents.

4. CONSTRUCTION PHASE

ENGINEER will administer the construction contract. Neither ENGINEER nor CLIENT assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by Contractor, subcontractor, their employees, or any material suppliers. ENGINEER's undertaking hereunder will not relieve Contractor's obligation to perform the work in conformity with the drawings and specifications in a workmanlike manner. ENGINEER does not guarantee Contractor's performance or commitments to CLIENT.

The budget for Engineering Services and related fees outlined during the Construction Phase are based on a construction period of 150 calendar days. If the construction period is longer than planned or if there is additional services required then the budget may need to be increased to compensate for the required engineering services.

ENGINEER's duties, as agent for CLIENT, during construction will include the following:

- a) If requested, designate to CLIENT, the name, address, and telephone number, background and qualifications of the persons assigned to act as Project Engineer and Resident Observer for the project.
- b) At all reasonable times be available personally, or have available, a responsible member of his staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract. All of CLIENT's instructions to Contractor will be issued through ENGINEER.
- c) Provide project management services including tracking and reporting Construction Phase budget.
- d) If required, assist CLIENT in the selection of an independent testing laboratory.
- e) Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

- f) Receive and review the acceptability of any schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g) Make sufficient periodic visits to the site to familiarize himself with the progress and quality of the work in an effort to determine if the work is proceeding in accordance with the contract documents. On the basis of his on-site observations as an Engineer, he will endeavor to guard CLIENT against defects and deficiencies in the work of the Contractor. The Project Engineer will supervise the Observer and will be present on the project site as needed for liaison with CLIENT and evaluating disputes on other construction difficulties which are beyond the Observer's authority to solve.
- h) Review Contractor's applications for progress and final payment and, when approved, submit same to CLIENT, Contractor, lenders, and approving agencies as required for approval and payment.
- i) Attend progress meetings with the Contractor which will occur on a regular basis during Construction.
- j) Furnish engineering construction administration for the project. Such observation will not relieve Contractor in any way from his obligations and responsibilities under the Contract. The Resident Observer will be qualified for the work and his duties will include but not be limited to:
 - i. Monitor Contractor's work for the purpose of making all reasonable efforts to guard CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the contract documents are being fulfilled.
 - ii. Keep a detailed daily diary of activities taking place and work accomplished on the project, which will be either turned over to CLIENT or saved by ENGINEER for at least three (3) years after final payment is made by CLIENT to Contractor.
 - iii. Issue immediate written memoranda of non-compliance to Contractor, CLIENT and Project Engineer when the Resident Observer determines Contractor's work to be defective or deficient.
 - iv. Report regularly to the Project Engineer and keep him advised as to the work progress and defects and deficiencies in the work of Contractor.
- k) Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. Subject to any limitations in the contract documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the contract documents.
- l) Appraise and approve Contractor's certifications of payment and maintain necessary records pertaining thereto for work performed.
- m) Monitor compaction and gradation testing results as outlined in the contract documents.
- n) Review for conformance with design concept, and approve if acceptable any necessary shop and working drawings furnished by Contractor.
- o) Check and make recommendations on all proposals for substitutions.

- p) On a timely basis and as needed prepare and recommend change orders to the construction contract for acceptance by CONTRACTOR, and for written approval of CLIENT, lenders, and approving agencies as applicable, and subsequent issuance of the approved change orders during the course of construction.
- q) Make a final review prior to the issuance of the statement of substantial completion of construction and submit a written report to CLIENT. Prior to submitting the final pay estimate, ENGINEER will submit a statement of completion to, and obtain the written acceptance of the facility from CLIENT.
- r) Establish the date of Substantial Completion, require and assemble written guarantees and maintenance manuals of the manufacturers and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.
- s) Prepare 3 sets of "Contract Record Drawings" and specifications for CLIENT and maintain one (1) set of reproducible contract record drawings showing details of construction including changes made during the construction process, which ENGINEER considers significant. ENGINEER will provide other drawings or renditions of the system as requested by CLIENT, to be remunerated by the hourly rate as identified in Exhibit A.
- t) Assist CLIENT's personnel as required during the preliminary operation to become familiar with operating controls and adjustments.
- u) Be available to furnish engineering services and consultations as necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of CLIENT in initial project operation and maintenance, but will not include supervision of normal operation of the system. Such consultation and advice will be furnished on an hourly rate basis. ENGINEER will assist CLIENT in performing a review of the project during the 11th month after the date of the Certificate of Substantial Completion.

5. ADDITIONAL ENGINEERING SERVICES

The following engineering services are not included under previous phases, but may be included as part of the services rendered under this contract. These services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

- a) Laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies recommended by ENGINEER, outside of normal design procedures.
- b) Survey for property acquisitions and easements and document preparation for property acquisitions and easements in excess.
- c) Services in connection with work change directives and change orders to reflect changes requested by CLIENT.
- d) Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

- e) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- f) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- g) Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by CLIENT prior to Substantial Completion.
- h) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- i) Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- j) Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services has been performed on previously approved design concepts.
- k) Appearances before courts or boards on matters of litigation related to the project.
- l) Storm Water Pollution Prevention Plan.
- m) Emergency Response Plan.
- n) Addendum or revision to final Facility Plan or Preliminary Reports.
- o) Administrative services when CLIENT or CLIENT's agent furnishes materials directly for installation by Contractor by bidding materials in a separate contract. In the event this occurs, administrative fees will be 4% of the cost of the materials and will be in addition to other fees itemized herein.

ARTICLE 2. CLIENTS RESPONSIBILITIES

CLIENT's responsibilities will be as follows:

- a) Access to Property:

CLIENT will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform his services.
- b) Notices:

CLIENT will give prompt written notice to ENGINEER, whenever CLIENT becomes aware of developments that affect the scope of timing or the Engineering Services.
- c) Access to Records:

CLIENT will make available to ENGINEER those records designated by ENGINEER as being necessary for the development of the PROJECT.

ARTICLE 3. PERIOD OF PERFORMANCE OF SERVICES

Services are to begin when released by CLIENT and may continue for the duration of the Contract. The Design Phase will be completed and submitted to CLIENT for review and approval within 150 days of notice to proceed.

ARTICLE 4: DESIGNATED REPRESENTATIVES

Pursuant to Section 13.1 of the Agreement, designated representatives for the relevant project will be, unless otherwise notified; notices will be given as follows:

CLIENT	ENGINEER/CONSULTANT
Hyun Kim, Town Administrator	Jason J. Linford, P.E., Project Manager
Town of Afton	Sunrise Engineering, Inc.
PO Box 310	PO Box 609
Afton, WY 83110	Afton, WY 83110
307.885.8696	307.885.8500

ARTICLE 5. COMPENSATION

CLIENT agrees to compensate ENGINEER for services under Work Release No.2014-2 as follows and which payments will be considered compensation for engineering services outlined in the respective articles of this agreement.

1. ADMINISTRATIVE AND PRELIMINARY ENGINEERING PHASE (ARTICLE 1.1)

CLIENT agrees to compensate ENGINEER for all administrative and preliminary engineering services as outlined in Article 1.1 at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Administrative and Preliminary Phase is not to exceed Fifteen Thousand, Two Hundred Dollars (\$15,200) without amendment to this work release.

2. ENGINEERING DESIGN PHASE (ARTICLE 1.2)

CLIENT agrees to compensate ENGINEER for all Engineer Design Phase services as outlined in Article 1.2 for the total lump sum price of Two Hundred Eighteen Thousand, Six Hundred Dollars (\$218,600).

Compensation under this Article will be payable monthly as follows:

- a) Billing will begin at the end of the month after authorization to proceed with the Final Design Phase is given by CLIENT, and will continue each month thereafter.
- b) The amount billed each month will be a sum; equal to that portion of the total lump sum amount, prorated according to the percent complete of the final design.
- c) The total of the monthly billings under this article will not exceed 95 percent of the total lump sum amount, until CLIENT, and or reviewing Agency approves the plans and specifications, at which time 100% of the fee is due and payable.

3. BIDDING OR NEGOTIATING PHASE (ARTICLE 1.3)

CLIENT agrees to compensate ENGINEER for all Bidding and Negotiating Phase services as outlined in Article 1.3 at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Bidding and Negotiating Phase is not to exceed Eight Thousand Dollars (\$8,000) without amendment to this work release.

4. CONSTRUCTION PHASE (ARTICLE 1.4)

CLIENT agrees to compensate ENGINEER for actual charges at hourly rates plus direct expenses shown on Exhibit A for all Construction Phase services as outlined under the Article 1.4.

The total amount budgeted for the Construction Phase is Two Hundred Thirty-Two Thousand, Seven Hundred Dollars (\$232,700). This budget does not include additional services beyond the construction contract time period. In the event that services extend beyond the construction contract time period, it is hereby agreed that an extension of costs, time, and scope (as justified by extension of services) will be added to ENGINEER'S contract.

5. ADDITIONAL SERVICES (ARTICLE 1.5)

Any additional services requested in writing by CLIENT and concurred by the ENGINEER, either as listed in Article 1.5 above or that are not listed above in this work release, will be performed at the rates and fees shown in the attached Exhibit A.

ARTICLE 3. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

THE TOWN OF AFTON
416 WASHINGTON STREET
PO BOX 310
AFTON, WY 83110

Invoices shall be submitted monthly based on the prior month's effort, and are due and payable within (30) thirty days.

SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

<u>WORK CODE</u>	<u>WORK CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>WORK CODE</u>	<u>WORK CLASSIFICATION</u>	<u>HOURLY RATE</u>
101	Engineer Intern (E.I.T.) I	\$ 84	451	Training Specialist I	\$ 77
102	Engineer Intern (E.I.T.) II	98	452	Training Specialist II	91
103	Engineer III	112	455	Training Supervisor	110
104	Engineer IV	120	456	Training Manager	123
105	Engineer V	139	460	Training Director	154
110	Principal Engineer	148	500	Funding Specialist	115
121	Electrical Eng. Int. (E.I.T.) I	99	510	Plan Reviewer	107
122	Electrical Eng. Int. (E.I.T.) II	109	511	Building Inspector I	59
123	Electrical Engineer III	130	512	Building Inspector II	82
124	Electrical Engineer IV	150	513	Building Inspector III	102
125	Electrical Engineer V	165	525	Building Official	118
126	Principal Electrical Engineer	185	604	GIS Tech IV	83
301	Engineering Tech I	69	611	GIS Specialist I	93
302	Engineering Tech II	79	51	Administrative I	41
303	Engineering Tech III	89	52	Administrative II	53
304	Engineering Tech IV	103	53	Administrative III	59
311	Electrical Tech I	79	721	Water Rights Specialist I	88
312	Electrical Tech II	89	722	Water Rights Specialist II	99
313	Electrical Tech III	99	723	Water Rights Specialist III	113
314	Electrical Tech IV	109	711	Project Manager I	95
315	Electrical Tech V	125	712	Project Manager II	103
351	Construction Observer I	59	930	Survey CAD Tech	87
352	Construction Observer II	79	935	One Man Survey Crew	119
353	Construction Observer III	86	940	Survey Manager	129
354	Construction Observer IV	96	945	Registered Surveyor	138
401	CAD Drafter I	57	950	Principal Surveyor	160
402	CAD Drafter II	67			
403	CAD Drafter III	81			
404	CAD Drafter IV	85			

REIMBURSABLE EXPENSE SCHEDULE

<u>Expense</u>	<u>Rate</u>	<u>Mark-Up</u>
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$35 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fee schedule will automatically change once per year in January, and is subject to change on other occasions. Afton Base 114.1



**TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT
FY2014
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TOWN OF AFTON**

Federal Award Information	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Transportation Alternatives Program	Awarding Federal Agency: Federal Highway Administration
WYDOT Award Information	
Agreement No.: CD14006	Project No.: CD 0.00 CD14006
Amount of Federal Funding Awarded: \$301,578	
Recipient DUNS: 166342774	Recipient County: LINCOLN
WYDOT Program Mgr.: Sara Janes	Telephone: (307) 777-3938 Email: sara.janes@wyo.gov
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie	Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Town of Afton, hereinafter referred to as the "Sponsor", whose address is, P.O. Box 310, Afton, Wyoming 83110-0310.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program (TAP). All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth in Section 5 – "Project Description" of the project Sponsor's TAP application, dated August 9, 2013, which is included as Attachment "A" and in accordance with terms and conditions of this Agreement.

- b. Period of Performance.** The Sponsor shall commence and complete the project in a professional, economical and efficient manner by September 30, 2015. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.
- c. Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. The consultant selection process shall comply with the Brooks Act, 40 USC 1101*et seq.* with guidance included in WYDOT Operating Policy 40-1.
- d. Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
 - National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
 - Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).



- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
 - Buy America Provisions: requires the use of American steel and iron products, when specified.
 - Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form “E-91LPA” to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
 - Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
 - Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
 - Labor Rates: contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.



- f. Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.

- h. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.
- i. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.



- j. Project Funding.** Federal funding for this project will not exceed \$301,578. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$376,972 (including local match) shall be borne by the Sponsor.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- k. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- l. Public Interest Finding.** If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.



m. Restrictions, Prohibitions, Controls and Labor Provisions

- i. Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. Disadvantaged Business Enterprise (DBE) Requirements.
 1. Policy. It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 2. DBE Obligation. The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. Title VI Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- iv. Compliance with Elderly and Disabled Regulations. The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- n. Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.



5. General Provisions

- a. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- d. Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
- Have a single audit or program-specific audit conducted; and
 - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
 - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:



- Withholding a percentage of Federal awards until the audit is completed satisfactorily;
- Withholding or disallowing overhead costs;
- Suspending Federal awards until the audit is conducted; or
- Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:

- Provide a certification letter to WYDOT that states:
 - If the above-mentioned audit was conducted,
 - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
 - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor’s audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:
 Wyoming Department of Transportation
 Internal Review Services
 5300 Bishop Boulevard
 Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

- g. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.



- h. Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement.** This Agreement, consisting of twelve pages, Attachment “A”, consisting of one page, and Attachment “B”, consisting of one page represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- j. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - i.** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii.** Procures a commercial sex act during the period of time that the award is in effect; or
 - iii.** Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification.** The Sponsor shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the Sponsor’s failure to perform any of Sponsor’s duties and obligations hereunder or in connection with the negligent performance of the Sponsor’s duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Sponsor’s malpractice.
- l. Kickbacks**

 - i.** The Sponsor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii.** The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii.** No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv.** If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.



- m. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.
- o. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- q. Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.



- t. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.sam.gov. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
- u. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”



6. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

Name

Title

(SEAL)

TOWN OF AFTON:

By: _____
LONI HILLYARD, MAYOR

Printed Name

Date

ATTEST:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: March 17, 2014



4. Project Linkage

The Federal Highway Administration (FHWA) eligibility guidelines require:

Proposed projects must relate to one of the listed activities recorded in Section "3. Project Type" (above). TAP funds are public funds and must benefit the "public interest". This funding cannot be used for private investment or joint use activities unless the public portion is clearly identified and separated.

Project Sponsor(s) must illustrate the project's relationship to surface transportation in their proposal. WYDOT can impose guidelines on project eligibility more restrictive than those put for by the FHWA, as provided in the publication "[General Information and Frequently Asked Questions](#)" (attached).

The definition of Transportation Alternatives Program (TAP activities includes):

TAP activities must benefit the traveling public and help communities to increase their transportation choices and access. TAP should enhance the built and natural environment and provide a sense of place. To be eligible for funding, a project must fit into one or more of the nine eligible categories and relate to surface transportation.

The nature of a proposed TAP project's relationship to surface transportation should be discussed and clarified in the project proposal.

Proximity to a highway or transportation facility should be established and the relationship to surface transportation identified but alone this is not sufficient. An example might be, "close proximity" should be determined to be within a reasonable walking distance. If visitors can park at the tourist and welcome center and walk to the scenic or historic site, see from a vista at a tourist and welcome center or view some of its attributes, then there is a clear linkage. Additional discussion, beyond proximity, is needed in the TAP proposal to establish the relationship to transportation.

Once a relationship to surface transportation is established TAP activities can be implemented in a number of ways. For example, they can be developed as part of a larger joint development project, or as a stand-alone project.

5. Project Description (very important)

This project proposes to construct a pedestrian bridge across Swift Creek within the Town of Afton, along with walkways. This will provide safe pedestrian access to Afton Elementary, which was opened in 2011. Currently pedestrians share the roads with vehicular traffic to travel to the school, which is hazardous at all times but particularly during the winter months. Afton Elementary houses grades K through 3, and also serves as a bus stop for students in grades 4 through 12 that attend other schools.

The pedestrian bridge and walkways will enable children and others to walk in a safe location removed from vehicular traffic, and the bridge will also provide a safe way to cross the creek even during periods of high, swift flows. This project will connect the new Afton Elementary to other school facilities located in the core of Afton. It will also connect the core of Afton to the existing pathway along 1st Avenue, which extends from Canyon View Park to U.S. Highway 89. From U.S. Highway 89, sidewalks are currently in place north and south along the highway as well as west along Swift Creek Road to Star Valley High School.



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



John F. Cox
Director

January 2, 2014

Town of Afton
Attention: Hyun Kim
P.O. Box 310
Afton, WY 83110

Re: Transportation Alternatives Program (TAP) application, Swift Creek Pedestrian Bridge

Dear Hyun,

The Wyoming Transportation Commission has approved the 2014 TAP projects. Congratulations, the Swift Creek Pedestrian Bridge project was approved for a maximum of \$301,578 in Federal TAP funding. The TAP funding which you have been approved for requires a 20% local match and is eligible for 80% reimbursement of eligible expenses.

Prior to issuance of a cooperative agreement on this project, the Town of Afton will be required to provide the following information:

- Local Public Agency Certification through WYDOT for the person in your agency who will be responsible for project administration. Next class will be held in April 2014. Please visit the Wyoming Technology Transfer Center's website at <http://www.eng.uwyo.edu/wyt2/index.php> for information regarding class registration.
- Project Delivery Systems Questionnaire (Attached and an email will be sent with an electronic copy.) Please complete the questionnaire and submit it to the Internal Review Office at WYDOT for processing.
- Consultant Services Policy (Attached and an email will be sent with an electronic copy.) Please complete the policy and submit it to the Local Government Coordination Office at WYDOT for processing. Or, if the town has a written policy detailing the procedures used for consultant selection, please submit that policy in place of the one provided for you.

Authorization to proceed on the project will be granted in future correspondence. If you have any questions, please call 307.777.3938. Congratulations on your TAP award and good luck!

Sincerely,

Sara Janes
Local Programs Coordinator
Wyoming Department of Transportation

Cc: John Eddins, P.E., District Engineer

Enclosure(s)

WORK RELEASE NO. 2014-3 COVER SHEET

2014 SAFE ROUTES TO SCHOOL PROJECT

THE TOWN OF AFTON
416 WASHINGTON STREET
PO BOX 310
AFTON, WY 83110

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2014-3 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by the CLIENT.

ENGINEER

SUNRISE ENGINEERING, INC.

By: _____

Name: Jason Linford, P.E.

Title: Principal Engineer

Date: _____

CLIENT

THE TOWN OF AFTON:

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2014-3

This Work Release is entered into by and between TOWN OF AFTON (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 13 September, 2011, hereinafter referred to as the "Agreement", the CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. The CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which the ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that the engineer will perform the following:

ARTICLE 1. SCOPE OF SERVICE

This project involves the design and contractor construction of:

1. A pedestrian bridge over Swift Creek and pathway located along Madison Street from 1st Avenue to 3rd Avenue and then south along 3rd Avenue to connect to the existing sidewalk located on 3rd Avenue.

1. ADMINISTRATIVE AND PRELIMINARY ENGINEERING PHASE

- a) Assist CLIENT to fulfill requirements identified for project funding qualification and attend meetings and conferences with CLIENT, representatives of the funding agencies, or other interested parties as may be reasonably necessary to assist Client with funding acquisition.
- b) Assist in the development of the project with all involved funding agencies. This includes assisting CLIENT with providing data and correspondence required by the agency for concurrence and approval of the project.
- c) Assist CLIENT with completion of the list of requirements, as outlined by the funding agencies, which are necessary to meet the stipulations for final funding of the project.
- d) Assist CLIENT in any miscellaneous administrative tasks necessary to further the project to the point of authorization to proceed with Final Design.
- e) Survey and locate existing right-of-way for Madison where pathway will be located.
- f) Perform the Environmental Review Process as outlined by the Wyoming Department of Transportation for the Transportation Alternatives Program.

2. ENGINEERING DESIGN PHASE

After CLIENT directs ENGINEER to proceed with the Engineering Design Phase, ENGINEER will:

- a) Perform necessary survey, accomplish detail design, and prepare for incorporation into the contract documents, final drawings, and specifications to show the character and scope of the services to be performed by contractors on the project.
- b) Furnish to CLIENT such documents and design data as may be required to obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project. Also assist in obtaining approvals by government agencies of the final design, prior to going out for contractor bids.
- c) Prepare contract documents and detail drawings for contractors to construct the Project. The detailed drawings, specifications, and contract documents will include services for the entire project under one single construction contract. If the project is phased additional costs are anticipated.
- d) Furnish a revised Engineering Opinion of Probable Cost of project costs based on the proposed contract drawings and specifications.
- e) Provide for the construction contract, not to exceed 10 sets of detailed drawings, specifications, and contract documents for use by CLIENT, appropriate Federal, State, and local agencies from which approval of the Project is to be obtained. The cost of such drawings, specifications, and contract documents will be included in the basic compensation paid to ENGINEER.
- f) If subsurface explorations such as borings, soil tests and the like are required to identify subsurface conditions, or in the event that detailed water quality tests are required, ENGINEER will recommend to CLIENT specialists in the discipline and will furnish administrative services of said explorations and tests without additional charge, but the cost of the tests incident to such explorations, no matter whether they are performed by ENGINEER or others, will be paid for by CLIENT.
- g) Original specifications, drawings, and other services produced by ENGINEER pursuant to this agreement except documents which are required to be filed with CLIENT and public agencies, will remain the property of ENGINEER. CLIENT at his own expense may make copies, reproducible copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

ENGINEER's design will meet generally accepted engineering standards. Any redesigns caused by an engineering omission or error will be provided by ENGINEER at no additional cost to CLIENT.

Provide final plans, specifications, and contract documents and submit for approval from CLIENT and applicable State regulatory agencies.

CLIENT will extend the time for completion for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of ENGINEER.

3. BIDDING OR NEGOTIATING PHASE

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER will:

- a) Assist CLIENT in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.
- b) Attend pre-bid conferences.
- c) Prior to bidding, ENGINEER will furnish copies of the final drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- d) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- e) Provide readily available information or assistance needed by CLIENT in the course of any negotiations with prospective contractors.
- f) Attend the bid opening, tabulate the bids, make an analysis of the bids, assist CLIENT in evaluating bids or proposals, recommend award of contract, and assemble five sets of contract documents for execution and approval by CLIENT and the successful bidder, hereinafter referred to as "Contractor".
- g) Consult with CLIENT and advise Contractor as to the acceptability of substitute materials and equipment proposed by Contractor when substitution is permitted by the contract documents.

4. CONSTRUCTION PHASE

ENGINEER will administer the construction contract. Neither ENGINEER nor CLIENT assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by Contractor, subcontractor, their employees, or any material suppliers. ENGINEER's undertaking hereunder will not relieve Contractor's obligation to perform the work in conformity with the drawings and specifications in a workmanlike manner. ENGINEER does not guarantee Contractor's performance or commitments to CLIENT.

The budget for Engineering Services and related fees outlined during the Construction Phase are based on a construction period of 150 calendar days. If the construction period is longer than planned or if there is additional services required then the budget may need to be increased to compensate for the required engineering services.

ENGINEER's duties, as agent for CLIENT, during construction will include the following:

- a) If requested, designate to CLIENT, the name, address, and telephone number, background and qualifications of the persons assigned to act as Project Engineer and Resident Observer for the project.
- b) At all reasonable times be available personally, or have available, a responsible member of his staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract. All of CLIENT's instructions to Contractor will be issued through ENGINEER.
- c) Provide project management services including tracking and reporting Construction Phase budget.
- d) If required, assist CLIENT in the selection of an independent testing laboratory.
- e) Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

- f) Receive and review the acceptability of any schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g) Make sufficient periodic visits to the site to familiarize himself with the progress and quality of the work in an effort to determine if the work is proceeding in accordance with the contract documents. On the basis of his on-site observations as an Engineer, he will endeavor to guard CLIENT against defects and deficiencies in the work of the Contractor. The Project Engineer will supervise the Observer and will be present on the project site as needed for liaison with CLIENT and evaluating disputes on other construction difficulties which are beyond the Observer's authority to solve.
- h) Review Contractor's applications for progress and final payment and, when approved, submit same to CLIENT, Contractor, lenders, and approving agencies as required for approval and payment.
- i) Attend progress meetings with the Contractor which will occur on a regular basis during Construction.
- j) Furnish engineering construction administration for the project. Such observation will not relieve Contractor in any way from his obligations and responsibilities under the Contract. The Resident Observer will be qualified for the work and his duties will include but not be limited to:
 - i. Monitor Contractor's work for the purpose of making all reasonable efforts to guard CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the contract documents are being fulfilled.
 - ii. Keep a detailed daily diary of activities taking place and work accomplished on the project, which will be either turned over to CLIENT or saved by ENGINEER for at least three (3) years after final payment is made by CLIENT to Contractor.
 - iii. Issue immediate written memoranda of non-compliance to Contractor, CLIENT and Project Engineer when the Resident Observer determines Contractor's work to be defective or deficient.
 - iv. Report regularly to the Project Engineer and keep him advised as to the work progress and defects and deficiencies in the work of Contractor.
- k) Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. Subject to any limitations in the contract documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the contract documents.
- l) Appraise and approve Contractor's certifications of payment and maintain necessary records pertaining thereto for work performed.
- m) Monitor compaction and gradation testing results as outlined in the contract documents.
- n) Review for conformance with design concept, and approve if acceptable any necessary shop and working drawings furnished by Contractor.
- o) Check and make recommendations on all proposals for substitutions.

- p) On a timely basis and as needed prepare and recommend change orders to the construction contract for acceptance by CONTRACTOR, and for written approval of CLIENT, lenders, and approving agencies as applicable, and subsequent issuance of the approved change orders during the course of construction.
- q) Make a final review prior to the issuance of the statement of substantial completion of construction and submit a written report to CLIENT. Prior to submitting the final pay estimate, ENGINEER will submit a statement of completion to, and obtain the written acceptance of the facility from CLIENT.
- r) Establish the date of Substantial Completion, require and assemble written guarantees and maintenance manuals of the manufacturers and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.
- s) Prepare 3 sets of "Contract Record Drawings" and specifications for CLIENT and maintain one (1) set of reproducible contract record drawings showing details of construction including changes made during the construction process, which ENGINEER considers significant. ENGINEER will provide other drawings or renditions of the system as requested by CLIENT, to be remunerated by the hourly rate as identified in Exhibit A.
- t) Assist CLIENT's personnel as required during the preliminary operation to become familiar with operating controls and adjustments.
- u) Be available to furnish engineering services and consultations as necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of CLIENT in initial project operation and maintenance, but will not include supervision of normal operation of the system. Such consultation and advice will be furnished on an hourly rate basis. ENGINEER will assist CLIENT in performing a review of the project during the 11th month after the date of the Certificate of Substantial Completion.

5. ADDITIONAL ENGINEERING SERVICES

The following engineering services are not included under previous phases, but may be included as part of the services rendered under this contract. These services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

- a) Laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies recommended by ENGINEER, outside of normal design procedures.
- b) Survey for property acquisitions and easements and document preparation for property acquisitions and easements in excess.
- c) Services in connection with work change directives and change orders to reflect changes requested by CLIENT.
- d) Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

- e) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- f) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- g) Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by CLIENT prior to Substantial Completion.
- h) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- i) Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- j) Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services has been performed on previously approved design concepts.
- k) Appearances before courts or boards on matters of litigation related to the project.
- l) Storm Water Pollution Prevention Plan.
- m) Emergency Response Plan.
- n) Addendum or revision to final Facility Plan or Preliminary Reports.
- o) Administrative services when CLIENT or CLIENT's agent furnishes materials directly for installation by Contractor by bidding materials in a separate contract. In the event this occurs, administrative fees will be 4% of the cost of the materials and will be in addition to other fees itemized herein.

ARTICLE 2. CLIENTS RESPONSIBILITIES

CLIENT's responsibilities will be as follows:

- a) Access to Property:
CLIENT will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform his services.
- b) Notices:
CLIENT will give prompt written notice to ENGINEER, whenever CLIENT becomes aware of developments that affect the scope of timing or the Engineering Services.
- c) Access to Records:
CLIENT will make available to ENGINEER those records designated by ENGINEER as being necessary for the development of the PROJECT.

ARTICLE 3. PERIOD OF PERFORMANCE OF SERVICES

Services are to begin when released by CLIENT and may continue for the duration of the Contract. The Design Phase will be completed and submitted to CLIENT for review and approval within 150 days of notice to proceed.

ARTICLE 4: DESIGNATED REPRESENTATIVES

Pursuant to Section 13.1 of the Agreement, designated representatives for the relevant project will be, unless otherwise notified; notices will be given as follows:

CLIENT	ENGINEER/CONSULTANT
Hyun Kim, Town Administrator	Jason J. Linford, P.E., Project Manager
Town of Afton	Sunrise Engineering, Inc.
PO Box 310	PO Box 609
Afton, WY 83110	Afton, WY 83110
307.885.8696	307.885.8500

ARTICLE 5. COMPENSATION

CLIENT agrees to compensate ENGINEER for services under Work Release No.2014-3 as follows and which payments will be considered compensation for engineering services outlined in the respective articles of this agreement.

1. ADMINISTRATIVE AND PRELIMINARY ENGINEERING PHASE (ARTICLE 1.1)

CLIENT agrees to compensate ENGINEER for all administrative and preliminary engineering services as outlined in Article 1.1 at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Administrative and Preliminary Phase is Fifteen Thousand, Seven Hundred Dollars (\$15,700) without amendment to this work release.

2. ENGINEERING DESIGN PHASE (ARTICLE 1.2)

CLIENT agrees to compensate ENGINEER for all Engineering Design Phase services as outlined in Article 1.2 for the total lump sum price of Thirty Thousand, Four Hundred Dollars (\$30,400).

Compensation under this Article will be payable monthly as follows:

- a) Billing will begin at the end of the month after authorization to proceed with the Final Design Phase is given by CLIENT, and will continue each month thereafter.
- b) The amount billed each month will be a sum; equal to that portion of the total lump sum amount, prorated according to the percent complete of the final design.
- c) The total of the monthly billings under this article will not exceed 95 percent of the total lump sum amount, until CLIENT, and or reviewing Agency approves the plans and specifications, at which time 100% of the fee is due and payable.

3. BIDDING OR NEGOTIATING PHASE (ARTICLE 1.3)

CLIENT agrees to compensate ENGINEER for all Bidding and Negotiating Phase services as outlined in Article 1.3 at the hourly rates plus direct expenses shown on Exhibit A. The total amount budgeted for the Bidding and Negotiating Phase is not to exceed Five Thousand Dollars (\$5,000) without amendment to this work release.

4. CONSTRUCTION PHASE (ARTICLE 1.4)

CLIENT agrees to compensate ENGINEER for actual charges at hourly rates plus direct expenses shown on Exhibit A for all Construction Phase services as outlined under the Article 1.4.

The total amount budgeted for the Construction Phase is Twenty-Six Thousand, Seven Hundred Dollars (\$26,700). This budget does not include additional services beyond the construction contract time period. In the event that services extend beyond the construction contract time period, it is hereby agreed that an extension of costs, time, and scope (as justified by extension of services) will be added to ENGINEER'S contract.

5. ADDITIONAL SERVICES (ARTICLE 1.5)

Any additional services requested in writing by CLIENT and concurred by the ENGINEER, either as listed in Article 1.5 above or that are not listed above in this work release, will be performed at the rates and fees shown in the attached Exhibit A.

ARTICLE 3. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

THE TOWN OF AFTON
416 WASHINGTON STREET
PO BOX 310
AFTON, WY 83110

Invoices shall be submitted monthly based on the prior month's effort, and are due and payable within (30) thirty days.

SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

<u>WORK CODE</u>	<u>WORK CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>WORK CODE</u>	<u>WORK CLASSIFICATION</u>	<u>HOURLY RATE</u>
101	Engineer Intern (E.I.T.) I	\$ 84	451	Training Specialist I	\$ 77
102	Engineer Intern (E.I.T.) II	98	452	Training Specialist II	91
103	Engineer III	112	455	Training Supervisor	110
104	Engineer IV	120	456	Training Manager	123
105	Engineer V	139	460	Training Director	154
110	Principal Engineer	148	500	Funding Specialist	115
121	Electrical Eng. Int. (E.I.T.) I	99	510	Plan Reviewer	107
122	Electrical Eng. Int. (E.I.T.) II	109	511	Building Inspector I	59
123	Electrical Engineer III	130	512	Building Inspector II	82
124	Electrical Engineer IV	150	513	Building Inspector III	102
125	Electrical Engineer V	165	525	Building Official	118
126	Principal Electrical Engineer	185	604	GIS Tech IV	83
301	Engineering Tech I	69	611	GIS Specialist I	93
302	Engineering Tech II	79	51	Administrative I	41
303	Engineering Tech III	89	52	Administrative II	53
304	Engineering Tech IV	103	53	Administrative III	59
311	Electrical Tech I	79	721	Water Rights Specialist I	88
312	Electrical Tech II	89	722	Water Rights Specialist II	99
313	Electrical Tech III	99	723	Water Rights Specialist III	113
314	Electrical Tech IV	109	711	Project Manager I	95
315	Electrical Tech V	125	712	Project Manager II	103
351	Construction Observer I	59	930	Survey CAD Tech	87
352	Construction Observer II	79	935	One Man Survey Crew	119
353	Construction Observer III	86	940	Survey Manager	129
354	Construction Observer IV	96	945	Registered Surveyor	138
401	CAD Drafter I	57	950	Principal Surveyor	160
402	CAD Drafter II	67			
403	CAD Drafter III	81			
404	CAD Drafter IV	85			

REIMBURSABLE EXPENSE SCHEDULE

<u>Expense</u>	<u>Rate</u>	<u>Mark-Up</u>
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$35 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fee schedule will automatically change once per year in January, and is subject to change on other occasions. Afton Base 114.1



JONES SIMKINS

Certified Public Accountants

1011 West 400 North, Suite 100
P.O. Box 747
Logan, UT 84323-0747
Phone: (435) 752-1510 • (877) 752-1510
Fax: (435) 752-4878

PARTNERS:

*Michael C. Kidman, CPA
Brent S. Sandberg, CPA
Mark E. Low, CPA
H. Paul Gibbons, CPA
Robert D. Thomas, CPA
Paul R. Campbell, CPA
Shawn R. Anderson, CPA
Scott L. Burton, CPA*

July 8, 2014

To Mayor, Town Council, and Management
Town of Afton, Wyoming
416 Washington St.
PO Box 310
Afton, Wyoming 83110

We are pleased to confirm our understanding of the services we are to provide the Town of Afton, Wyoming (the Town) for the year ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules for the General Fund and each major special revenue fund.
- 3) Notes to Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues and Expenditures – Budget to Actual – for each fund.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Mayor, Town Council, and management of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and

material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jones Simkins LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Wyoming or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jones Simkins LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Wyoming. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 18, 2014 and to issue our reports no later than October 15, 2014. Michael Kidman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fee for the audit of the June 30, 2014 financial statements and the preparation of the Town's Annual Financial Report (F-66) will not exceed \$19,200 except as noted below:

- Out-of-pocket costs (travel, meals, etc.) will be billed in addition to the above amount.
- Our fee assumes Town personnel will supply assistance in preparing requested schedules, supplying documentation, preparing confirmations and providing other information as requested in our listing of items needed for the audit.
- Our fee assumes Town personnel will be available during our fieldwork to answer questions and explain key reconciliations.
- If our audit discovers any material errors or fraud as defined in the accounting literature or if the Town needs assistance adjusting its accounting records from budget basis to GAAP basis, we will discuss the change in scope of the audit with the Town's management and the potential impact on our estimated fee. We are of course available to assist you in other areas and provide other consulting services that are permitted by Government Auditing Standards and Independence Standards under separate engagements.

- Our audit cost assumes that the Town's expenditures have been recorded in the proper funds. If significant additional time is required because numerous audit adjustments are required, or if there are significant changes in federal or state audit requirements, we will meet with management and discuss the increase in the scope of work.
- Our fee assumes that there will be no changes in the number of major funds to be audited (General Fund, Water Fund, Sewer Fund, & Golf Fund).
- Our fee anticipates that the Town will address the following issues and provide proper workpapers or drafting workpapers when complying with the provisions of Governmental Accounting Standard No. 34 (GASB 34):
 - a) Prepare the Management Discussion and Analysis (MD&A).
 - b) Present the budget information as required supplementary information.
 - c) Provide all necessary original and final adopted budgets by fund.
 - d) Determine the proper amount to capitalize for general fixed assets including infrastructure.
 - e) Determine proper lives for all general fixed assets including infrastructure.
 - f) Review and approve all entries to convert the fund financial statement presentation to the entity-wide financial statement presentation.

The Town agrees that the auditors' reports will not be used in bond offerings, internet sites, or any other official document without the written consent of Jones Simkins LLC.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



JONES SIMKINS LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Afton, Wyoming.

Name

Title

Date

**The Town of
Afton, Wyoming**

ORDINANCE 626

ENTERPRISES WATER

WHEREAS, the Governing Body of the Town of Afton has determined that in the interest of providing for the public health, safety, and welfare of the citizens of the Town of Afton that Title 8, Chapter 1 of the Afton Town Code relating to the Town's water structure shall be updated due in part to the Town's use of water meters;

WHEREAS, the Governing Body of the Town of Afton will begin to use and bill according to usage of water determined by water meters installed on each property;

WHEREAS, the Governing Body of the Town of Afton has set certain objectives in setting a rate structure for Water users, which include:

To provide an equitable basis to collect the costs of operating and maintaining the water system, while allowing the citizen consumers as liberal water usage as is reasonable.

To meet the budget requirements of the Afton Water Department, as well as the RUS Bond obligations, and fund a reasonable level of depreciation into the future.

To not unduly burden the citizens of Afton. Afton's water system is unique, and a huge community asset. The Governing Body wants a rate structure which will allow for reasonably liberal water usage to benefit the citizens, and keep the town a green and beautiful place.

To discourage wasteful water consumption by providing a rate structure which will incentivize reasonable conservation, particularly at high-end user levels;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of The Town of Afton that all previous ordinances and resolutions regarding the Town's water system within the Town of Afton are revoked and this ordinance shall control; and that Title 8, Chapter 1, of the Afton Town Code be amended as follows:

TITLE VIII

ENTERPRISES

Chapter 1

ENTERPRISES WATER

- § 8-1-01 DEFINITIONS
- § 8-1-02 RESERVATION OF RIGHTS BY MUNICIPALITY
- § 8-1-03 PROMULGATION OF RULES AND REGULATIONS BY UTILITY BOARD
- § 8-1-04 AGREEMENT TO RULES AND REGULATIONS PREREQUISITE TO COMMENCEMENT OF SERVICE
- § 8-1-05 RECORDS AND REPORTS OF ADMINISTRATIVE OFFICIALS
- § 8-1-06 FIRE HYDRANTS-REPAIR, TESTING
- § 8-1-07 FIRED HYDRANTS-OPENING OR OPERATING
- § 8-1-08 DAMAGING UTILITY'S PROPERTY, EQUIPMENT, ETC.
- § 8-1-09 TRESPASS OR INTERFERENCE WITH UTILITY'S EQUIPMENTS, ETC.
- § 8-1-10 DEPOSITING MATERIAL IN UTILITY WHICH WILL OBSTRUCT, POLLUTE, ETC., WATER
- § 8-1-11 RESTRICTIONS ON USE
- § 8-1-12 DISCONTINUANCE OF SERVICE-FAILURE TO COMPLY WITH REGULATIONS
- § 8-1-13 DISCONTINUANCE OF SERVICE-FAILURE TO PAY CHARGES
- § 8-1-14 ONLY MUNICIPAL EMPLOYEES ALLOWED TO TURN ON WATER TO PREMISES; EXCEPTIONS
- § 8-1-15 UNAUTHORIZED TAPS; COMPLIANCE WITH PERMIT; COSTS
- § 8-1-16 PERMIT REQUIRED; CHARGES FOR PERMIT
- § 8-1-17 PERMIT REQUIRED-ISSUANCE; CONTENTS
- § 8-1-18 PAYMENT OF CHARGES
- § 8-1-19 ALL TAP ON CONNECTIONS TO BE INSPECTED AND APPROVED
- § 8-1-20 INSTALLATION- INSTALLATION – LOCATION SERVICES, WRITTEN PERMISSION, QUALIFIED INDIVIDUAL
- § 8-1-21 INSTALLATION-COSTS GENERALLY
- § 8-1-22 INSTALLATION-REQUIRED PRIOR TO PAVING STREETS
- § 8-1-23 MATERIAL SPECIFICATIONS

- § 8-1-24 MINIMUM SIZE
- § 8-1-25 REQUIRED DEPTH
- § 8-1-26 MAINTENANCE
- § 8-1-27 OWNER RESPONSIBLE FOR SERVICE BOX AND STOP AND DRAIN VALVE
- § 8-1-28 APPROVAL OF REPLACEMENT SERVICE
- § 8-1-29 EXTENSION TO MORE THAN ONE PROPERTY
- § 8-1-30 DISCONNECTING SERVICE FROM PREMISES
- § 8-1-31 SHUTTING WATER OFF FROM STREET MAINS TO MAKE CONNECTIONS, ETC., NOT RESPONSIBLE FOR DAMAGES
- § 8-1-32 SIZE OF WATER MAIN
- § 8-1-33 COSTS FOR EXTENSIONS
- § 8-1-34 FINANCING EXSTENSIONS TO PROPERTY NOT PART OF NEW SUBDIVISION
- § 8-1-35 WATER MAIN EXTENSION CONTRACTS GENERALLY
- § 8-1-36 INSTALLATION-GENERALLY
- § 8-1-37 INSTALLATION-COSTS; EXTENT
- § 8-1-38 EXPENSES OF EXTENDING SERVICE AROUND OR THROUGH VACANT PROPERTY
- § 8-1-39 PERIOD OF SUBDIVIDER'S REIMBURSEMENT RIGHTS UNDER WATER MAIN EXTENSION CONTRACTS
- § 8-1-40 CONNECTION LOOPS AND CROSSTIES
- § 8-1-41 RATES
- § 8-1-42 BILLS, NOTICES, ETC. WHERE PAYABLE; DUE DATE
- § 8-1-43 LIABILITY OF PROPERTY OWNER FOR SERVICE
- § 8-1-44 RULES AND REGULATIONS
- § 8-1-45 WATER FOR SPRINKLER TYPE FIRE PROTECTION

§ 8-1-46 SEVERABILITY

Section 8-1-01. DEFINITIONS.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

WATER SERVICE LINE. The water line running from the municipal water meter to the structure or property to be served. In the case that a water meter is placed outside of the right of way and within the property line, the property line shall serve as the boundary of the Water Service Line.

WATER UTILITY. All water and water rights, waterworks and appurtenances thereto, machinery, equipment and supplies used by the municipality to supply consumers with water.

WATER USE, WATER USER, WATER CONSUMER. Any person, family unit, business unit, or structure which is a separate entity having facilities requiring water and is connected to the municipal water supply either directly or indirectly.

ADMINISTRATIVE OFFICIAL. The term "Administrative Official" shall mean the board, commission, committee, officer, agent or employee of the municipality charged by the Governing Body with the administration, enforcement or both the administration and enforcement of the particular provisions of this Code.

WATER CONTROL. The Town of Afton Waterworks System shall be maintained, controlled, and managed by the Board of Public Utilities, of the Town of Afton, and which said board shall be under the direct control and supervision of the Governing Body.

Section 8-1-02. RESERVATION OF RIGHTS BY MUNICIPALITY.

The use of water under the provisions of this chapter shall not constitute or be deemed to be a relinquishment of any water or water right by the municipality and the municipality reserves the full right to determine all matters in connection with the control and use of such water.

Section 8-1-03. PROMULGATION OF RULES AND REGULATIONS BY UTILITY BOARD.

The Utility Board may, from time to time, promulgate such rules and regulations as it considers necessary to carry out the intent of this chapter; provided, that such rules and regulations are not inconsistent with this chapter.

Section 8-1-04. AGREEMENT TO RULES AND REGULATIONS PREREQUISITE TO COMMENCEMENT OF SERVICE.

No person may be served with water from the water utility unless he agrees to all the rules and regulations of the municipality pertaining to the use of such water.

Section 8-1-05. RECORDS AND REPORTS OF ADMINISTRATIVE OFFICIAL.

The Administrative Official shall keep such records and prepare such reports concerning the water utility as the Governing Body directs. The Administrative Official shall keep the Governing Body advised of the operations, financial conditions and future needs of the water utility and shall prepare and submit to the Governing Body, each month, a report covering the activities of the water utility.

Section 8-1-06. FIRE HYDRANTS - REPAIR, TESTING.

All fire hydrants shall be a part of the water utility and shall be kept in repair by the Administrative Official or his authorized agents. Every hydrant shall be tested at least once annually.

Section 8-1-07. FIRE HYDRANTS-OPENING OR OPERATING.

No person, other than a member of the fire department, shall open or operate any fire hydrant without permission from the Administrative Official.

Section 8-1-08. DAMAGING UTILITY'S PROPERTY, EQUIPMENT, ETC.

No person shall in any way damage any property, equipment or appliances constituting or being a part of the water utility.

Section 8-1-09. TRESPASS OR INTERFERENCE WITH UTILITY'S PROPERTY, ETC.

No unauthorized person shall trespass upon the property of the water utility or tap any water mains or make any connections therewith or in any manner interfere with the water utility or the property, equipment, pipes, valves or any other appliances of the water utility or change or alter the position of any valve or appliance regulating the flow of water in any pipeline.

Section 8-1-10. DEPOSITING MATERIAL IN UTILITY WHICH WILL OBSTRUCT, POLLUTE, ETC. WATER.

No person shall cast, place, dump or deposit in any part of the water utility any substance or material which will in any manner injure or obstruct the same or any material or substance that would tend to contaminate or pollute the water or obstruct the flow of water.

Section 8-1-11. RESTRICTIONS ON USE.

(a) Lawn sprinkling. The use of water from the water utility for lawn sprinkling, pasture sprinkling, garden irrigation, etc., may be prohibited or restricted by order of the Administrative Official. Except as provided in subsection (b) of this Section the order shall be effective when notice is published once in a weekly newspaper published in the municipality. Upon the

publication of the notice, the sprinkling restrictions or prohibitions so prescribed shall take effect and any violator thereof may be fined up to seven hundred and fifty dollars (\$750.00).

(b) During fire or other emergency. In the event of a major fire or any other emergency that should require the immediate curtailment of the use of water from the water utility, the Administrative Official shall have the authority to make such restrictions as he deems necessary for the protection of the public.

(c) Use for livestock watering. The use of water from the water utility for livestock watering is permitted provided the nozzle or discharge vent used shall be no larger than one-eighth (1/8) inch.

(d) Use of property not connected to utility. No person having water service shall permit any other person to take or use water from his water service for use on property not connected to the municipal water utility.

(e) Cross connections between water utility and private well line. No person shall have a cross connection between a private line carrying well water and a line carrying water from the water utility.

Section 8-1-12. DISCONTINUANCE OF SERVICE - FAILURE TO COMPLY WITH REGULATIONS.

If any water user fails to comply with the provisions of this chapter, other ordinances or rules and regulations of the municipality or the rules and regulations of the Administrative Official or uses water for a purpose not authorized, or in a wasteful manner, the municipality may discontinue water service until the water user is in compliance and has paid any costs incurred because of his noncompliance.

Section 8-1-13. DISCONTINUANCE OF SERVICE- FAILURE TO PAY CHARGES.

In case any water user shall fail to pay all charges as prescribed by this chapter, the municipality shall shut off the water from the premises, building, house or lot, and water shall not be turned on again until all charges are paid, together with the charge for shutting off and turning on the water; provided, that the municipality shall not shut off the water until the owner shall have been given seven (7) days notice in writing, by regular mail, mailed to his mailing address as shown on the records of the water utility.

Section 8-1-14. ONLY MUNICIPAL EMPLOYEES ALLOWED TO TURN ON WATER TO PREMISES; EXCEPTION.

No person, other than a duly employed person of the municipality shall turn on water to any premises, lot, building or house when the water has been shut off under the provisions of this

chapter; provided, that this Section shall not be construed to prevent any plumber from admitting water to test pipes or restoring service after repairs.

Section 8-1-15. UNAUTHORIZED TAPS; COMPLIANCE WITH PERMIT.

(a) It shall be unlawful for any person not authorized by the Administrative Official to tap or connect to any part of the water utility.

(b) All taps or connections shall be made in accordance with the terms and conditions of the permit issued therefor.

Section 8-1-16. PERMIT REQUIRED; CHARGES FOR PERMITS.

(a) Any person desiring to make a connection to the water utility or to use water therefrom shall obtain from the Administrative Official a permit to do so and shall not make such connection without such permit.

(b) Applicants for water tap-on shall be charged a permit fee for connection water tap-on to their premise as follows: For a three-quarter (3/4) inch line, Four Thousand (\$4,000.00) dollars; for a one (1) inch line, Five Thousand (\$5,000.00) dollars; for a one and one-half (1 1/2) inch line, Six Thousand (\$6,000.00) dollars; for a two (2) inch line, Seven Thousand (\$7,000.00) dollars; for a three (3) inch line, Eight Thousand (\$8,000.00) dollars; for a four (4) inch line, Nine Thousand (\$9,000.00) dollars. Permit Fee for any size of tap-on beyond the four (4) inch size shall be assessed by special consideration of the Utility Board. Upon payment of the permit fee, the Town shall provide the following materials: service box, saddle tap, copper tubing, corporation stop, and stop-drain valve for standard three-quarter (3/4) inch tap-ons. Applicants of larger tap-ons shall purchase material at Town costs.

Section 8-1-17. PERMIT REQUIRED- ISSUANCE; CONTENTS.

Permits required by Section 8-1-17 shall be issued by the Administrative Official and shall state the name of the person to whom the permit is issued, the date of the permit, the size of the tap, corporation stop and water service line, the premises upon which the water is to be used.

Section 8-1-18. PAYMENT OF CHARGES.

In all cases where a charge is provided in this Code and/or rules and regulations for making a connection to the water utility, the amount of the charge shall be tendered to the municipality when the application for the connection permit is made.

Section 8-1-19. ALL TAP ON CONNECTIONS TO BE INSPECTED AND APPROVED.

All tap on connections shall be subject to inspection by the Administrative Official or his authorized representatives in order to ascertain whether the requirements of this chapter have

been or are being complied with. It shall be unlawful for any person to cause any service lines to be connected to the water utility of the municipality until such tap-on shall have been inspected and approved by the municipality.

Section 8-1-20. INSTALLATION – LOCATION SERVICES, WRITTEN PERMISSION, QUALIFIED INDIVIDUAL

(a) Prior to Installation of a water service line, contact must be made with One Call of Wyoming for the purpose of locating any and all utility services in the area. Written permission must also be obtained from the municipality. Failure to have location services completed through One Call of Wyoming may result in a fine of up to seven hundred and fifty dollars (\$750.00).

(b) A qualified individual must complete the installation of the water service line.

Section 8-1-21. INSTALLATION - COST GENERALLY.

Any service line from a main to a structure to be served shall be installed by the water user at his expense unless otherwise specified in the tap-on permit.

Section 8-1-22. INSTALLATION - REQUIRED PRIOR TO PAVING STREETS.

Before any street containing a water main is paved, the owners of the property abutting upon the street shall, at their expense, install all service lines which the municipality determines to be necessary to serve the property when fully developed.

Section 8-1-23. MATERIAL SPECIFICATIONS.

All service lines shall be of a suitable material as determined by the water utility. Corporation stops, water risers and service lines shall be of the size as specified by the municipality. Curb stops as specified by the municipality, buried five (5) feet shall be used and curb box top Sections shall be a minimum of three (3) feet and one-fourth (1/4) inches in diameter.

Section 8-1-24. MINIMUM SIZE.

The water service line from the water meter to the water distribution system of the building to be served with water shall be of sufficient size to furnish an adequate flow of water to meet the requirements of the building at peak demand and in no event shall it be less than three-fourths (3/4) inch in diameter.

Section 8-1-25. REQUIRED DEPTH.

All service lines shall be laid not less than five (5) feet below the established grade of the street from the water main to the curb box. When the main is of less depth, the service line shall be brought to the required depth as soon as possible after leaving the tap.

Section 8-1-26. MAINTENANCE.

The owner of any property within the corporate limits of the Town connected to the water utility shall be responsible for the maintenance of the water service line from the water meter to the structure being served and shall keep this line in good condition at his expense. He shall, at his expense, at all times keep all pipes, fixtures and appliances on his property tight and in good working order so as to prevent waste of water. For those properties where the meter is located within the building, the owner of the property shall be responsible for the maintenance of the water line from the owner's property line and throughout the structure being served. Water mains or service lines extending beyond the corporate limits of the municipality, shall be maintained by the entity or individuals owning the water main or service line.

Section 8-1-27. OWNER RESPONSIBLE FOR SERVICE BOX AND STOP AND DRAIN VALVE.

The owner of any property connected to the water utility within the municipality shall be responsible for his stop and drain valve, and service box and shall maintain them in proper working order.

Section 8-1-28. APPROVAL OF REPLACEMENT SERVICES.

New services to replace existing services shall not be approved by the Town and the water turned on until the corporation stop is shut off at the main.

Section 8-1-29. EXTENSION TO MORE THAN ONE PROPERTY.

Each property shall be served by its own service line, and no connection with the water utility shall be made by extending the service line from one property to another property. In cases where service lines were extended from one property to a different property prior to adoption of this section, the continued use of such extension shall be permitted until replacement is necessary, at which time separate connections shall be made to the water main at the expense of the owner of the property served by such extension and the extended service line shall be disconnected; provided, that this Section shall not be construed as prohibiting a single service line to serve a single structure under one roof occupying more than one property.

Section 8-1-30. DISCONNECTING SERVICE FROM PREMISES.

When a user desires to disconnect his premises from the water utility, he shall not be permitted to take up that portion of the service line between the main and curb stop, but, at his expense, the water shall be shut off at the corporation stop and all appliances from the water main to and including the curb stop shall remain in the ground and become the property of the municipality.

Section 8-1-31. SHUTTING WATER OFF FROM STREET MAINS TO MAKE CONNECTIONS, EXTENSIONS, ETC. NOT RESPONSIBLE FOR DAMAGES.

Water may be shut off from any street main when necessary to repair the main or to make any connections or extensions of the water mains or to perform any other work necessary to maintain the water utility. The municipality shall not be responsible for damages due to excessive or low pressure or for damages caused by shutting off water for the purpose of maintenance, repairs, or service work on the water system.

Section 8-1-32. SIZE OF WATER MAIN.

The size of the main required to serve any part of the town shall be determined by the municipality.

Section 8-1-33. COSTS FOR EXTENSIONS.

When water mains are extended, the property owners benefitted thereby, as determined by the municipality, shall pay all costs of such extensions.

Section 8-1-34. FINANCING EXTENSIONS TO PROPERTY NOT PART OF NEW SUBDIVISION.

(a) Extension of water lines to serve property within the municipality, but not a part of a new subdivision, shall be financed by special assessment against the benefitted property or under such terms and conditions as the Governing Body shall provide by resolution.

(b) Assessments against the benefitted property shall not exceed the actual cost of the extension, plus engineering and administrative costs.

Section 8-1-35. WATER MAIN EXTENSION CONTRACTS GENERALLY.

For all water main extensions made to serve any subdivision or area platted after the date of adoption of this Section, the subdivider or owner shall enter into a water main extension contract with the municipality.

Section 8-1-36. INSTALLATION - GENERALLY.

The subdivider shall install mains in his subdivision subject to approval of the plans and specifications by the municipality. Actual construction shall be inspected by the municipality.

Section 8-1-37. INSTALLATION - COSTS; EXTENT.

All water mains required to serve a platted subdivision, including cross-connecting mains, shall be installed at the cost of the subdivider. The subdivider shall install mains to the farthest points of his subdivision.

Section 8-1-38. EXPENSES OF EXTENDING SERVICE AROUND OR THROUGH VACANT PROPERTY.

When a subdivider finds it necessary to bring water services from the existing water system through vacant property to his platted subdivision, or construct lines on the perimeter of such subdivision, the subdivider shall pay the entire cost of the original construction. At the time of annexation or as the property abutting such water main is developed and connections are made to the water main, the municipality may collect a charge per front foot based upon the original construction cost and if so collected shall reimburse the original subdivider to the extent of the collection so made. In no event shall the actual amount so paid to the subdivider by the municipality exceed the original cost of the extension.

Section 8-1-39. PERIOD OF SUBDIVIDER'S REIMBURSEMENT RIGHTS UNDER WATER MAIN EXTENSION CONTRACTS.

The subdivider's right to reimbursement under a water main extension contract shall in no event exceed a period of five (5) years from the date of the execution of such contract and all payments shall cease at that time regardless of the amount that has at that time been received by the subdivider.

Section 8-1-40. CONNECTING LOOPS AND CROSSTIES.

Connecting loops and crossties within a subdivision shall be constructed by the subdivider. If the connecting loop is such that property outside the subdivision abuts such loop or crossties, and connections are made to such line, the reimbursement provisions of Section 8-139, and 8-140 shall apply. Connecting loops in the nature of a general improvement of the water system shall be financed by the water utility. Before any abutting property shall connect to such mains constructed at the expense of the water utility, the charge based on the footage of the property to be served shall be collected by the municipality.

Section 8-1-41. RATES.

Water Users shall be billed according to the following schedule:

- (a) Demand Charge:

Demand charge is the charge to a consumer regardless of water usage.

<u>Pipe Connection Size</u>	<u>Monthly Charge</u>
1 inch or less	\$17.00
1.5 inch	\$20.00
2 inch	\$30.00

4 inch	\$60.00
6 inch	\$80.00

(b) Consumption Charge:

The consumption charge is based upon four tiers and directly related to the actual consumption of water over a monthly period. This usage will be monitored by water meters installed on each water service. The Tiers are defined as follows:

<u>Tier</u>	<u>Minimum Gallons</u>	<u>Maximum Gallons</u>	<u>Monthly Charge</u>
1	1	70,000	\$17.00 flat consumption fee
2	71,000	140,000	\$0.35 per 1,000 gallons
3	141,000	700,000	\$0.40 per 1,000 gallons
4	700,001 and up -		\$0.45 per 1,000 gallons

Once consumer's use exceeds 70,000 gallons, the readings will be rounded down to the nearest thousand gallons.

(c) Non Resident Users:

Non resident water users of the Town of Afton shall be billed at a rate of 125 % of the consumption charge of in Town users. Demand charges shall be billed at equal rates for all users.

(d) Meter Reading, Billing:

Meters shall be read during the third week of each month. Water bills reflecting the base rate and usage will be sent out on the 28th or 29th day of each month.

(e) Meters Unable to be Read:

If a meter is unable to be read by the Town, the user shall be charged for the base rate and for the first tier consumption charge.

(f) Fire Suppression Water Systems:

Users who install separate fire suppression systems shall not be charged a base fee or consumption charge for their use.

(g) Winter Freezing; Disaster:

Users who may be, from time to time, requested by the Town to leave water running during winter months to prevent freezing shall be charged at a Tier 1 consumption charge during those months that freezing is a concern. During months when freezing is not a concern, those users shall be billed according to their metered usage.

In the event of disaster in which metered use of water is above the normal usage of the user, the Town may, at the discretion of the Town Administrator or Utility Board, make adjustments to the increased metered payment due to the Town. Requests for adjustments must be made on or before the date that the payment is due, or within thirty (30) days of the discovery of the problem causing the increased usage.

Section 8-1-42. BILLS, NOTICES, ETC. WHERE PAYABLE; DUE DATE; LATE CHARGES.

All charges for the use of water as provided for in this article are due and payable at the office of the municipality. All charges are due on the 20th day of the following month. A late charge of fifteen dollars (\$ 15.00) shall be assessed if the bill is not paid in full on the due date.

Section 8-1-43. LIABILITY OF PROPERTY OWNER FOR SERVICE.

The owner of every building, premises or lot or house shall be liable for all water delivered to or taken from and used upon his premises, which liability may be enforced by the municipality by action at law to enforce payment. In case the tenant in possession of any premises or buildings shall pay the water charges, it shall relieve the landowner from such obligations but the municipality shall not be required to look to any person whatsoever other than the owner for the payment of water charges. No change of ownership or occupation shall affect the application of this Section.

Section 8-1-44. RULES AND REGULATIONS.

(a) RATES AND CHARGES - USER TYPE: Each water consumer, both Town resident and non-resident, shall be classified as one of the following:

(1) RESIDENTIAL SINGLE FAMILY DETACHED: Consisting of single residential dwellings designed and constructed for occupancy by one (1) family and located on a lot or separate building tract, and having no physical connection to a building located on any other tract, as defined in 17-2-7(a)(14).

(i) Each dwelling unit shall have a separate water connection and separate meter and shall be charged on a monthly basis as set in Town Ordinance 8-1-16(b);

(2) RESIDENTIAL SINGLE FAMILY ATTACHED, TOWN HOME, TWIN HOME, DUPLEX: Consisting of single-family, attached residential dwelling joined to another dwelling at one or more sides by party wall or abutting separate walls, which is erected upon a separate lot of record and is designed for occupancy by one (1) family, as defined in 17-2-7(a)(15).

(i) Each dwelling unit shall have a separate water connection and separate water meter and shall be charged on a monthly basis as set in Town Ordinance 8-1-16(b);

(3) RESIDENTIAL SINGLE FAMILY ATTACHED; CONDOMINIUM: A building containing more than one (1) "individual airspace units" as defined in Wyoming Statute § 34-20-103 (a) (i) (2005), consisting of any enclosed room or rooms occupying all or part of a floor or floors in a building of one (1) or more floors to be used for residential purposes and which has access to a public street; and for which a "Declaration of Condominium" has been filed with the office of the Lincoln County Clerk pursuant to Wyoming Statute § 34-20-101 et. seq. outlining the rights and interests held by the owners of the "individual airspace units" in the "general common elements" and "limited common elements" as defined in Wyoming Statute § 34-20-103 (a) (ii) (A) (B), (2005).

(i) Each condominium structure, consisting of two or more dwelling units, shall have a separate water connection that shall be charged at the rate set in Town Ordinance 8-1-16(b);

(4) MULTIFAMILY RESIDENTIAL, APARTMENT COMPLEX: A building or structure consisting of two or more attached dwelling units where in the owner of said building or structure rents or leases the dwelling units.

(i) Each apartment building shall have a separate water connection with a one inch (1") minimum connection that shall be charged at the rate set forth in Town Ordinance 8-1-16(b);

(ii) Each apartment building shall have a separate water meter and be charged on a monthly basis for use according to the water usage rates for the connection size as set in Town Ordinance 8-1-16(b);

(5) COMMERCIAL: Consisting of business units. Each unit shall have a separate water meter and be charged on a monthly basis as set in Town Ordinance 8-1-16(b); or

(6) INDUSTRIAL: Water users who place a large demand on the municipal water system by reason of industrial or irrigational water use and have a one (1) inch or larger water connection and use water for the other than fire protection. Industrial water users shall be identified by resolution of the Governing Body, with the advice of the Utility Board; or

(7) HOTEL/MOTEL, TRAILER PARKS AND RV PARKS: Hotels/Motels consist of any building which is designed to cater to transient occupancy, offering temporary abode to individuals and families. Trailer Parks consist of areas where individual lot spaces are leased to persons or entities for the purpose of locating a mobile home, as defined by 17-2(a)(34). RV Parks consist of areas where individual lot spaces are available to cater to transient occupancy, offering temporary use to individuals and families operating vehicles classified as recreational vehicles, (RVs) or travel trailers. Each Hotel/Motel building shall have a separate meter and be charged on a monthly basis for the entire structure as set in Town Ordinance 8-1-16(b). Each Trailer Park shall be charged the monthly rate as set in Town Ordinance 8-1-16(b).

Section 8-1-45. WATER FOR SPRINKLER TYPE FIRE PROTECTION.

(a) The Town shall provide water for fire protection to any property owner/applicant who installs overhead sprinkler-type fire protection systems at a rate hereinafter established.

(b) Whenever the term "Administrative Official" is used herein, it shall refer to the Town's Utilities Commissioner or his designated agent.

(c) Hook up and access to the water shall be on a line not larger than six (6) inches in diameter and shall be regulated by a separate water connection to the premises. Water in this system shall not be used except as demanded at times of fire.

(d) The cost of installing the overhead sprinkling system for fire protection shall be paid for by the property owner/applicant. Applicant shall be responsible for repairing, replacing and maintaining access and service lines when it is determined by the Town's Administrative Official that the line is inoperative. Cost of water access shall be One Thousand (\$1,000.00) dollars per diameter inch, not to exceed the maximum. The size of access in inches shall be determined by the Administrative Official at the time of hook up.

(e) Access to water shall be restricted to the presently incorporated areas of the Town and shall be limited to business and commercial buildings.

(f) Installation, materials and liability to the premise shall be borne by the user without liability or cost to the Town.

(g) The Administrative Official may, from time to time, promulgate such rules and regulations as he may consider necessary to carry out the intent of this chapter, provided that such rules and regulations are not inconsistent with the intent of this chapter.

(h) The Administrative Official shall inspect all access connections. He shall take such necessary action to prevent injury or damage to the water system and to prevent interference of the free flow of water and usage.

(i) If any person using the water system fails to comply with the provisions of this chapter, with other ordinances or rules and regulations of the Town or the rules and regulations of the administrative officer, or if use is not authorized, the Town may discontinue water service until usage is in compliance and cost incurred because of noncompliance have been reimbursed to the Town.

(j) The Administrative Official shall have reasonable access to any premise and/or structure where town water service is being used for the purpose of ascertaining any violation of this Ordinance.

(k) No person shall make any connection to or access any water for fire protection without first obtaining a permit from the Administrative Official.

(l) The permit shall state the name and address of the person making the connection, the property or location to be served and the size of the desired tap.

(m) The Administrative Official shall maintain records of all businesses or individuals who install fire protection systems and shall further register a copy of said records with the Town Clerk.

(n) All funds received for hook up and access for fire protection sprinkler systems shall be placed in the town water development account.

(o) All users of sprinkler type water systems agree to hold the Town harmless for any damage or liability resulting from the use and installation of said system.

(p) It is the intent of this Section to provide water for the purpose of fire protection through sprinkler type systems. This shall not be subject to the regular quarterly water fee and users shall be assessed a one-time hook up fee as set forth above.

Section 8-1-46. SEVERABILITY.

If any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or other applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2014.

BY: _____
Londa A. Hillyard, Mayor

(ATTEST:)

BY: _____
Lisa Hokanson, Afton Town Clerk

First Reading: June 10, 2014

Second Reading: July 8, 2014

Third Reading:

Published:

The Town of Afton, Wyoming

ORDINANCE 627

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF AFTON

DOG LICENSING FEES

This Ordinance amends Town Code Title 18 Chapter 4 Section 1 increasing the fee for licensing dogs within the Town of Afton. This ordinance provides for an effective date of August 12 2014.

This Ordinance shall be entered into the Town Code and replace Title 18 Chapter 4 Section 1 in accordance with the following:

Title XVIII – ANIMALS AND FOWL

Chapter 4 – Dogs

Section 1 LICENSE – REQUIRED; AMOUNT OF FEE; CERTIFICATE OF RABIES VACCINATION REQUIRED.

It is unlawful to own or keep any dog over one hundred (100) days of age within the municipality, which has not been licensed. The owner of a dog over one hundred (100) days of age shall license the dog with the municipality and shall pay to the municipality, upon licensing and annually thereafter, on or before January 31, a fee of three (\$10.00) dollars if the dog is altered and a fee of ten (\$20.00) dollars if the dog is not altered; provided that the owner shall present a certificate of altering if claimed, and shall present a current certificate of rabies and distemper vaccination before being permitted to license the dog.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2014.

BY: _____
Londa A. Hillyard, Mayor

(ATTEST:)

BY: _____
Lisa Hokanson, Afton Town Clerk

First Reading: June 10, 2014
Second Reading: July 8, 2014
Third Reading:

Published:

Employee Number	Name	Pay Code	Pay Code Title	Rate No	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Hourly Rate	Liability Amount	Msg
115	Banta, Tyler W.	5-00	Vacation	101	Vac	48.00	.00	.00	48.00	21.1731	1,016.31	
		6-00	Sick Leave	110	Sic	80.00	.00	.00	80.00	21.1731	1,693.85	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	21.1731	.00	
610	Burton, Bryce	5-00	Vacation	101	Vac	24.00	.00	.00	24.00	24.0385	576.92	
		6-00	Sick Leave	110	Sic	176.00	.00	.00	176.00	24.0385	4,230.78	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	24.0385	.00	
127	Cooper, Kim J.	5-00	Vacation	102	Pol	188.00	.00	.00	188.00	28.4418	5,347.06	
		6-00	Sick Leave	111	Sic	502.50	.00	.00	502.50	28.4418	14,292.00	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	28.4418	.00	
116	Haderlle, Randy	5-00	Vacation	102	Pol	192.00	.00	.00	192.00	27.5000	5,280.00	
		6-00	Sick Leave	111	Sic	238.00	.00	.00	238.00	27.5000	6,545.00	
		9-01	Add. Hrs.	115	CCO	6.50	.00	.00	6.50	27.5000	178.75	
217	Hokanson, Lisa	5-00	Vacation	101	Vac	265.00	.00	.00	265.00	22.6779	6,009.64	
		6-00	Sick Leave	110	Sic	339.50	.00	.00	339.50	22.6779	7,699.15	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	22.6779	.00	
205	Kim, Hyun J.	5-00	Vacation	101	Vac	120.00	.00	.00	120.00	36.0577	4,326.92	
		6-00	Sick Leave	110	Sic	94.00	.00	.00	94.00	36.0577	3,389.42	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	36.0577	.00	
173	Lancaster, Larry	5-00	Vacation	101	Vac	266.00	.00	.00	266.00	26.9327	7,164.10	
		6-00	Sick Leave	110	Sic	448.50	.00	.00	448.50	26.9327	12,079.32	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	26.9327	.00	
170	Major, David K.	5-00	Vacation	101	Vac	44.50	.00	.00	44.50	22.2115	988.41	
		6-00	Sick Leave	110	Sic	64.50	.00	.00	64.50	22.2115	1,432.64	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	22.2115	.00	
220	Nield, Farrell	5-00	Vacation	101	Vac	381.00	.00	.00	381.00	22.2115	8,462.58	
		6-00	Sick Leave	110	Sic	480.00	.00	.00	480.00	22.2115	10,661.52	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	22.2115	.00	
175	Peavler, Joshua W.	5-00	Vacation	101	Vac	185.00	.00	.00	185.00	26.9327	4,982.55	
		6-00	Sick Leave	110	Sic	213.00	.00	.00	213.00	26.9327	5,736.67	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	26.9327	.00	
201	Warren, Heather	5-00	Vacation	101	Vac	87.00	.00	.00	87.00	21.9135	1,906.47	
		6-00	Sick Leave	110	Sic	437.50	.00	.00	437.50	21.9135	9,587.16	
		9-01	Add. Hrs.	115	CCO	.00	.00	.00	.00	21.9135	.00	
Grand Totals:		5-00	Vacation			1,800.50	.00	.00	1,800.50		46,060.97	
		6-00	Sick Leave			3,073.50	.00	.00	3,073.50		77,347.50	
		9-01	Add. Hrs.			6.50	.00	.00	6.50		178.75	
											123,587.22	